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VOL. IV.

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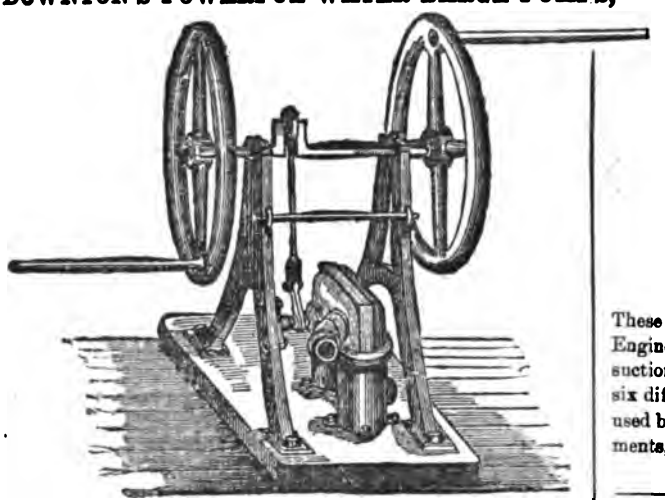

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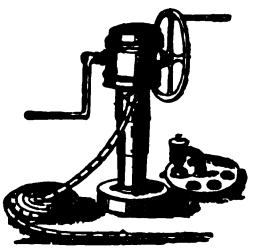

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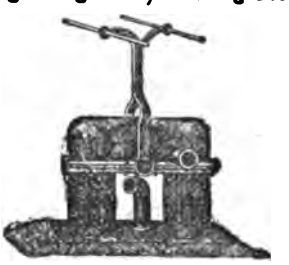

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PREFACE.

In presenting Volume IV. of *Maritime Notes and Queries* to the public, we deem it necessary to offer a few words of explanation as to its seemingly long delay in the course of publication. The book has been withheld pending the passage through both Houses of Parliament of Merchant Shipping Bills that were introduced in the House of Commons in the two consecutive years of 1877 and 1878, and which were withdrawn towards the close of the Sessions. Another measure founded on that of 1878, it is said will be laid before Parliament next Session; but judging from the provisions of the Bill of the present year, the answers to letters in the former volumes and in the present edition will not be affected by the changes. The value of such a work as *Maritime Notes and Queries* consists in the information it affords of the practical working of contracts of affreightment, culled from the experience of captains of ships, shipping agents, owners, and merchants, and gathered together in a collected form for the study of those who may be connected with Shipping. Many of the questions may appear to be not altogether new, but it will be found on comparison with the three previous volumes that there is sufficient novelty in most of them to entitle their writers to a more extended perusal and consideration.

The only new Act of Parliament relating to Shipping which has passed the Legislature since Vol. III. was issued is that relating to the Removal of Wrecks. That Act is given *in extenso* at page 230.

Among the questions of interest in Volume IV. may be mentioned those pertaining to the Afloat Clause; to Unseaworthy Ships under Charter;

to Loss of Charter by the consequences of Collision; to the Lights of Tugs in Tow; to the neglect of Harbour Authorities; and Bill of Lading Quantities. Each of those subjects has been specially treated, and the Index indicates the pages at which they may be found. The lawsuits that took place through the sinking of the *Strathclyde* (s) by the *Franconia* (s) resolved, by a judicial decision, the rule as to what constitutes an "overtaking" from a "crossing" ship, and the case, as dealt with by the *Shipping and Mercantile Gazette*, may be understood by the details furnished at page 175.

MARITIME NOTES AND QUERIES.

VOL. IV.—SEPTEMBER 1878.

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MARITIME NOTES AND QUERIES:

A RECORD OF SHIPPING LAW AND USAGE.

COMPILED FROM THE "SHIPPING AND MERCANTILE GAZETTE."

VOL. IV.] LONDON, SEPTEMBER 1878. [PRICE 7s. 6d.

DUNGARVAN HARBOUR.

The Afloat Clause, so common in Charter-parties, received an interpretation by a Special Jury in the case of the *Longhirst* (s), "WATERMAN v. ELLIOTTS," reported in our last impression, and heard in the Queen's Bench Division. The ship, it appears, was chartered to proceed from Riga and discharge in Dungarvan Harbour, always afloat, a cargo of railway sleepers. Dungarvan is entered from a bay of the same name on the Waterford coast, and the town proper is situated from four to five miles from the sea. When a vessel has crossed the outer bar from the sound or roadstead she enters what is called the Pool, and, after proceeding some distance further up the channel, there is another shoal, place, or bar, and beyond that is the Abbey-hole, which is the usual loading and discharging place for vessels frequenting the Port, but ships can only lie afloat at the quay there on the top of the tide. The *Longhirst*, it is said, was the largest vessel that had ever been engaged to discharge at Dungarvan, and she drew about 15 feet of water on entering the bay. Schooners were towed out to the steamer, and a sufficient quantity of cargo was taken out to enable her to cross the bar and anchor in the regular grounds in the Pool. The Charterer insisted that the ship should go up to the Abbey-hole, but the Master wisely declined to take his vessel where she might receive damage. There was no condition in the Charter-party that the steamer was to discharge aground; but, on the contrary, the words "always afloat" remained in the contract. The cargo was therefore discharged in the Pool. The learned Judge left it to the jury to say whether on the 29th and 30th of May the *Longhirst* was anchored in Dungarvan Harbour, and ready to discharge her cargo "always afloat," having regard to her size, the draught of water, and the nature of her cargo. This narrowed the question, in effect, to what may be deemed the limits of Dungarvan Harbour. The action was brought for a breach of agreement, and to recover the increased cost of discharge through the receivers of the cargo having to take delivery by lighters at a distance from the quay. The plaintiff contended that the steamer had never reached Dungarvan Harbour, but, according to the verdict of the jury, she had completed the voyage when in the Sound. Harbour and Port are synonymous terms, and if a ship is not chartered to discharge at a particular dock, wharf, or berth, the Master is not to take her to an unsafe place. The boundaries of a Port are sometimes defined by Acts of Parliament; but where they are not so defined, they have to be proved, in the event of litigation, by the evidence of the Custom-house and Pilotage authorities. If we rightly understand the decision arrived at by the jury, the Port of Dungarvan would extend to that part of the Sound where the *Longhirst* was anchored on the 29th and 30th of May. The Judge, however, put the alternative question as to whether, if the Sound was not in the Port the Pool was; and the jury were asked to declare whether the ship was in the harbour from the 31st of May to the 6th of June inclusive. The jury may possibly have meant by their affirmative answer that the Sound and the Pool were both within the Port; and this is our reading of their decision. The learned Judge told them to say whether there was a place known to people trading to Dungarvan as the Harbour of Dungarvan. If this was answered in the affirmative on satisfactory proof being adduced, the verdict would stand for the plaintiff; but as it was entered for the defendants, and the Owners of the steamer recovered, under a counterclaim, three days' Demurrage, we may conclude that the limits of the Port included the Sound, the Pool, and the Quay at the town. The Shipping trade with Dungarvan is not extensive, but we learn by this trial that a Charterer and a Shipowner should know what sort of a place Dungarvan is, for both admitted that they entered into the agreement in ignorance of the facts. The pleas in the action on the part of the plaintiff and defendant were narrowed to the letter of the contract, outside of which neither of them travelled. The ship was chartered for Dungarvan Harbour, and, this being so, when did she get there? The old clause of "or as near thereto as she can safely get" does not seem to have been quoted, or, at all events, it was not referred to, nor was any mention made of spring tides. It is sought in these kinds of dispute to introduce custom to explain a contract, but it was not necessary in this instance. It was indirectly admitted by the Charterer's Agents that the ship drew too much water to cross the bar with all her cargo on board, and therefore the lightening of the ship in the Sound was a tacit inference that she had got as near to Dungarvan as she could, and the Lay-days, as a rule, should have commenced from that time. The Railway Company to whom the sleepers were consigned had no knowledge of the tonnage or the draught of water of the ship; and all parties to the engagement acted under the contract in perfect good faith, which shows that great mischief may result from the chartering of a ship for a Port which she may not be adapted to by size and draught of water. Contracts of affreightment differ materially in their clauses, and, this being so, they must be settled in accordance with their written conditions. Each one has to stand on its own merits, as may be observed by the case of the *Longhirst*, above

reviewed. A ship, for example, may be as near to a Port as she can safely get with all her cargo on board, or, if there is no stipulation as to having all her cargo on board, when she is lightened. She may be afloat with all her cargo on board, or when bulk has been broken. One would suppose that those who have to manage a Shipping business would understand these definitions and provide against litigation; but though the majority of Masters and Chartering Brokers thoroughly understand the whole subject, no perceptible amendment is visible in the instruments submitted to us for our opinion, or to the courts of law for judgment.—*June* 23, 1877.

PORT OF GRANGEMOUTH.

We recently took occasion to refer to a decision in the Court of Queen's Bench which involved the question as to the limits of the Harbour of Dungarvan. The Judges of the Court of Session, Edinburgh, have been called upon to decide an appeal cause, and to say whether a vessel, when in the River Carron, was or was not within the Port of Grangemouth.—(The *St. Fergus*, "BURRELL and SON *v.* BREMNER and THOMPSON," reported in the *Shipping and Mercantile Gazette*, June 22.) As our opinion has been solicited on this point, and as we have said that a ship's Lay-days would commence from the time she was anchored in the mouth of the Carron, we may now mention that the Sheriff Substitute, then the Sheriff, and, lastly, the Court of Session, have taken the same view of the dispute that we did, although the reasons for their judgments were confined to the written terms of the contract. A ship was chartered to convey a cargo of iron from Stettin to Grangemouth. The receiver of the cargo refused to pay a claim for Demurrage on the ground that the ship was in the River Carron for six days, and therefore beyond the harbour and out of the jurisdiction of the Trustees. It should be mentioned that Grangemouth is a Port at the east entrance of the Forth and Clyde Canal, where the River Carron unites with the canal. There are two docks at Grangemouth connected with the North British Railway, and vessels waiting for room or turn in the docks anchor in the Carron. The Forth and Clyde Canal Trustees have authority to regulate and govern Pilots, Truckers, and all other persons who may be engaged in piloting or conducting ships into or out of the harbours or basins. The Court found that the place in the Carron, on the western side, where the vessel was anchored, came within the legal limits of the Port of Grangemouth, and was a place recognised by the Custom-house officials for the legal discharge of cargoes. Whatever number of harbours or basins may be comprised as forming the Port of Grangemouth, it is now settled, at all events, that the haven at the outlet of the Carron on the Firth of Forth is within the Port for chartering purposes. Grangemouth is situated up the Firth about eighteen miles from Leith, and of late years there has been a large import trade done there in timber. It has also become a coal-loading Port, and, in consequence of the accommodation afforded by its wet docks, timber intended for adjacent places has been discharged there and floated down the Forth. The entries and clearances for one year at Grangemouth are about half a million tons. It seems strange that parties should go to law in order to determine whether the anchorage ground is included under the term "Port of Grangemouth," when any Officer of Customs or local Pilotage authority could have settled the whole affair by an affirmative or negative answer. The ship having been pronounced as within the Port when she was anchored outside the docks and in the Carron, the Demurrage claim was allowed for the time the vessel was waiting to discharge. When the docks are full, or the berths are occupied, vessels are not allowed to enter; but, as the ship was chartered for the Port of Grangemouth, and not for a particular dock or quay, she had reached the Port when in the Carron, and the Merchant should have taken to his cargo there, or pay for Demurrage, as there were only three Lay-days unexpired out of the ten loading and discharging days on the vessel's arrival. The Superior Courts have held that, when a ship reaches as near to a dock as she can safely get, the Lay-days commence to run. In the Scotch Court, in the case of the *St. Fergus*, former judgments are in effect practically upheld, for the decision goes the length of further establishing the principle that, when a ship is kept out of dock by the crowded state of the basins, and is not chartered to load or discharge in turn, the Lay-days begin, as a rule, when the vessel is at the nearest anchorage to the berth, whether inside or outside the dock. There is, perhaps, a custom at the Port of Grangemouth that iron cargoes should be discharged in the docks, but custom cannot upset the conditions of a written agreement. If a ship is to be unladen in dock, and her Lay-days are not to commence until she is on turn and berthed, it is easy to make a stipulation to that effect a part of the contract. The Scotch Courts have lately shown an indisposition to the introduction of alleged customs. The Courts there have gone as much as possible on the letter of the contracts, and have disallowed attempts to alter the meaning of express terms in Charter-parties or Bills of Lading by evidence of custom. In the Superior Courts of England, Ireland, and Scotland, the stipulations in Charter-parties are as literally construed as their phraseology will admit of; but if such a case as the above had been tried by some of the County Court Judges, custom would have been let in to explain the agreement, and witnesses, in all probability, might have proved that the regular place of discharge was in the dock basin, and that the ship was not in Port until actually in berth. We could refer to more than one case where the contract of affreightment was more definite than that of the *St. Fergus*, yet custom was admitted to vary the plain wording of the instrument. The Judges of our inferior Courts are honourable and independent men, but they are not all well versed in Maritime Law; and when the customs and prejudices or interests of a locality are imported into a case, and are set before a Court by a skilful barrister, their judgments are swayed by the strong influence and appeals brought to bear upon them. These costly litigations—which, after all, involve the payment in the first instance of comparatively small sums—could be averted by making the conditions in Charter-parties and Bills of Lading more intelligible than they frequently are at present. When they are intentionally ambiguous, it requires considerable acuteness to detect their alternative interpretation.—*June* 30, 1877.

AFLOAT CLAUSE.

AFLOAT CLAUSE.

SECURE PORT.

SIR,—A vessel to which I am Agent has arrived in this Port, and her Charter contains the following clause:—"Per un viaggio da qui per un buon e sicuro porto del Regno Unito della Gran Bretagna ed Irlanda, o del Continente fra Havre ed Amburgo, questi due Compresi, ove il bastimento potrà entrare subito e stare sempre galleggiante, carico anche con ogni piu bassa marea, ai patti e condizioni seguenti." The Captain has received orders to proceed up the river to Cork Quay to discharge, but the tides at present will not allow the ship to go up without lightening. Is the vessel entitled to discharge at the part of the river between Cork and Queenstown where she can now lie afloat, or must she wait till there is sufficient water to go up to Cork?

Queenstown, Jan. 11, 1876. BERND. MAZZINI.

[The ship was chartered to discharge at a secure Port in the United Kingdom, or on the Continent between Havre and Hamburg, where she could enter at high or low water, and always lie afloat. According to our reading of the Charter-party, the vessel was to discharge at a Port where she could enter at any state of the tide; and therefore the Charterer or Bill of Lading holder would have to lighten the ship to reach Cork, and the Lay-days would commence from the time she got as near to Cork as she could with safety do with her cargo on board.]

YARMOUTH A "GOOD AND SAFE PORT."

SIR,—My vessel was loaded with a cargo of grain, bound for Great Yarmouth; but as I do not consider it to be a good and safe Port, where a vessel of my draught of water (16 feet 9 inches) could go, I have noted a Protest, and should now like to know whether you consider it a good safe Port, where such a ship could always lie afloat and discharge her cargo of grain, or what would be the nearest safe Port to go to? Enclosed I hand you a copy of my Charter for your inspection. My ship is not insured for that place.—Yours, &c.,

Baltimore, March 15, 1877. SHIPMASTER.

[The ship could not enter the Yare and lie afloat with her cargo on board. She might be safely lightened in the roads in fine weather, and then discharge afloat up the river.—(See the case of the Sacramento, of 572 tons, Ipswich County Court, *Shipping and Mercantile Gazette*, March 30, 1876, in which damages were recovered from a Shipowner whose vessel was ordered to Yarmouth, but which was discharged at Harwich.)]

WAITING FOR TIDE TO DOCK.

SIR,—My steamer was ordered to a Port in the United Kingdom, with every chance of having to wait four or five days before being able to get into dock. Can I make the Merchant lighten the ship, or deduct the delay from the days left for discharge? The Charter-party fixes the destination as a "safe Port in the United Kingdom, or so near thereunto as she may safely get, and deliver the same, as ordered, always afloat." Yours, &c.,

April 11, 1877. SHIPOWNER.

[If there is not room in the dock, and the Port only is mentioned, the time spent in waiting to enter would count in the Lay-days. On the other hand, if there is room in the dock, and the ship has to wait for the rising of the tide, and is chartered to discharge in the dock, the Lay-days would not commence before she was in the dock, and the Merchant would not be bound to lighten the ship at his expense.—(See pages 13 and 81, *Maritime Notes and Queries*, Vol. II.)]

FRESHET AND SPRING TIDES.

SIR,—I chartered my vessel to load a cargo of manure at Plymouth for Coleraine. On my arrival I found there were only eight feet of water on the bar, and as my vessel drew 9 feet 6 inches, and it being the last quarter of the moon, I proceeded into Lough Foyle, where I lay till sufficient water. On arriving off Coleraine Bar, I find it impossible to get in owing to the fresh water coming out, and the Merchant sent word by the Pilot to proceed to Portrush and discharge. On my arrival at the latter place, the Merchant wants the ship to pay the carriage to Coleraine, which is 1*s.* 9*d.* per ton. Can he compel the ship to pay the carriage or not, or must I wait till next springs? The Charter states—"Coleraine, or so near thereunto as she may safely get; the cargo to be brought to and taken from alongside at Merchant's expense and risk." Yours, &c.,

Portrush, April 17, 1877. A SMALL SHIP CAPTAIN.

[The vessel having waited for the spring tides, and being prevented from entering by the freshets, fulfilled the conditions of the Charter in proceeding to Coleraine, or as near thereto as she could safely get. In our opinion, as the Merchant ordered the ship to Portrush, the cost of carriage should fall on him.]

NOT WATER ENOUGH.

SIR,—My vessel was chartered in Odessa, in March 1876, to load a cargo of grain for United Kingdom, and a few days after my arrival at Queenstown I received orders to proceed to this Port, against which I protested, seeing there was not sufficient water for my vessel. In spite of the protest, the Merchants insisted on my proceeding according to orders. When my vessel arrived in Pool, where all vessels anchor till lightened to 14 feet, which is said to be the usual draught to proceed to canal entrance, I came to Newry to enter at the Customs and see the Merchant. During my conversation with him then, which I renewed a few days afterwards, I find he wants my vessel to enter Newry Basin, but before I could take her there her draught will have to be lessened to 12 ft. 6 in. aft, which will mean 12 ft. 3 in. at sea, while my vessel, in ballast, with 320 tons, draws 13 ft. 4 in. aft. I am afraid to run the risk of coming up to the basin with my vessel drawing 12 ft. 6 in., as then she will only have about 170 tons of cargo on board, and, in case she should turn over on either side of the canal bank and do damage, who am I to look to—to the Merchant or the Canal Company? I am of opinion the Merchant cannot compel my vessel to leave Pool (where he first commenced to discharge) on the conditions of my Charter-party, which I enclose for your inspection.—Yours, &c.,

Newry, July 14, 1876. AN AUSTRIAN SHIPMASTER.

[If the vessel, with only 170 tons on board, is likely to be blown over in a breeze and to do damage to herself and the canal, the Master would not be justified in taking her up to the basin. The Charter-party stipulates as follows:—"Where the ship will be able to enter and to stand always afloat with her cargo on board at low tide." Afloat means, in such a case, afloat with safety.]

LIGHTERAGE.

SIR,—My vessel was ordered from a Port of call to a safe Port on the Continent; and on arrival in the roads, drawing 18 feet of water, I was informed by the Pilots that they would not attempt to take my vessel into Port drawing over 17 feet. I thereupon applied to the Tribunal to name a Surveyor to define the draught of water on which the vessel could safely enter the Harbour on the top of the approaching spring tides. His decision was the same as the Pilot's—to lighten the vessel to 17 feet. I then called upon the Merchants, requesting them to lighten, but they absolutely refused to do so, stating that the ship was liable for lighterage, as the clause "So near thereunto as she can safely get" did not exist in the Charter-party. I have perused *Maritime Notes and Queries*, but find nothing bearing on my case—"so near thereunto," &c., always existing. Would not the clause, "Safe Port," intend in good faith a Port where a vessel could safely enter on the first spring tide without lightening; and would not the lighterage (if necessary) fall upon the Merchants?

Aug. 17, 1876. JUSTICE.

[The vessel was chartered to discharge at any safe Port in the United Kingdom, or on the Continent between Havre and Hamburg. At the Port to which the ship was ordered it has been decided by the Tribunal of Commerce that, when a vessel reaches the Port and can enter by lightening, the cost of lighterage falls on the ship, in the absence of any express stipulation to the contrary, and when the clause "as near thereto as she can safely get" is not contained in the Charter-party.]

AGENTS AND PRINCIPALS.

AGENTS AND PRINCIPALS.

AGENTS AS CHARTERERS.

The liability of Agents in the United Kingdom, who act for Principals residing in foreign countries, and enter into Charter-parties for the hire of ships, was very fully discussed in these columns on the 5th of June 1873. We then showed, by cases we quoted, that, if an Agent does not perform his agreement, he is liable, as Lord Chief Justice COCKBURN stated, for all matters done while the ship remains under his control, although he may attempt by a clause in the agreement to exonerate himself from responsibility after the cargo is shipped. In our impression of the 13th inst. will be found a letter from the Master of a Norwegian ship relating to the charter of his vessel by a Broker in England for the conveyance of a cargo of timber from Quebec, without the insertion of the non-liability clause. In the first part of the memorandum the hirer of the vessel entered his own name only, but at the bottom of the document, after his signature, he added, "Agent in —— for Messrs. ——." A person may be Agent in England for a foreign firm, but merely adding that description of himself is not sufficient to relieve him of his liabilities under the contract. Merely disclosing the name of a Principal will not of itself absolve an Agent from fulfilling the terms of a contract, for unless the other party to the instrument accepts the liability of the Principal by express stipulations, the Agent must be considered as the Principal. There are Brokers who appear to be ignorant of the position in which they stand to Shipowners, and we therefore deem it expedient to explain, for their more special instruction, the actual state of the law governing Charter-parties entered into by Agents. In order to practically illustrate the subject, let us take the case of the *Montrose*, "COWIE *v.* WITT," which was tried by a special jury at the Court of Passage, Liverpool, July 18, 1874. The plaintiffs (Shipowners) sued the defendants (Merchants and Agents) for the sum of 100*l.*, alleged to be due as balance of freight. The Charter-party was signed by the Agents for and on behalf of the Consignee at Chittagong, and the latter deducted from the freight the amount in dispute. The defence to the action was, that the Agents agreed verbally with the Shipowners that they were not to be liable under the Charter, and it was asserted that this was assented to. The jury found that the defendants were not liable, but leave was given to appeal. On November 6, 1874, the cause was heard in the Common Pleas before Lord Justice COLERIDGE and Justices KEATING, BRETT, and DENMAN. The Court held that the evidence taken at the trial was affirmative, as regarded the defendants, as to what they stipulated at the time of signing the agreement, and appeared to be uncontradicted; and as the jury had come to the conclusion that both parties did in fact understand the conditions under which they were bound, the rule for a new trial must be refused. The Court, however, ruled that—"the mere fact of the "defendants signing as Agents was not sufficient to "free them from their liability; but that was so "strengthened by what had occurred at the time of "signing, as to afford abundant evidence to go to the "jury on that plea, and the learned Judge was right "in leaving it to them." This is about the clearest exposition of the law of Principal and Agent that we could produce. The Agents, in signing as such, were proved to have gained the acceptance of their position as Agents by the Shipowner, and this understanding outside the Charter-party, coupled with the description in that agreement, operated as a release. The verbal agreement having been established, the Court allowed it to govern and explain the written condition of the contract of affreightment. This is explicit, though the Court guarded their judgment by observing that the Charter was exceptionally confirmed to the extent of constituting the Charterers as Agents, otherwise the declaration of Agency would not have freed them from liability. There is only one way for an Agent to make his Principal liable, and not himself personally, and that is by a contract to that effect. Agents agree to load a ship within a given number of days, and then to give a lien on the cargo for Demurrage. This lien is, and has been, repudiated by Shippers in numerous instances recorded in our columns, and Masters have been compelled to sign Bills of Lading without any reference whatever to the conditions specified in the Charter-parties. An Agent who does not, in his character as Charterer, carry out the stipulation agreed upon, cannot afterwards fall back upon any clause in the contract for protection. It is a condition precedent that he shall fulfil his obligations if he desires to keep aloof from legal proceedings. With respect to coal charters, ships have been detained in consequence of want of trucks, insufficient supply from the pits, or from strikes; and when the Masters of ships have presented the Bills of Lading, no lien has been given for Demurrage due in loading. In the case of a charter entered into to bring a cargo of ore from Bilbao, the Judge of the County Court of Glamorganshire, when a Charterer undertook to load a vessel within a given time—"accidents or causes occurring "beyond the control of the Shippers or Affreighters "which may prevent or delay her loading or dis-"charging, including civil commotions, strikes, riots, "and stoppage of trains, always excepted"—he'd that these were disturbing causes, and not merely local riots, and gave judgment against the Shipowner. When the case went on appeal to the Admiralty Court, Sir R. PHILLIMORE reversed the judgment, and allowed thirty-nine days' Demurrage on the ground that the respondent had not produced evidence of general commotion. It is not sufficient, said his Lordship, to show that there was a general civil disturbance and a stoppage of the railway for a short period, but it was bound to be proved that there was a disturbing cause of such a character as would prevent the loading of the particular vessel, and that it did actually prevent the loading, and so bring the Charterer within the excepted perils. Charterers in this country who desire to escape such liabilities as the latter case discloses, should guard their agreements in accordance therewith; for it is plain that Agents are *de facto* Principals unless it is agreed that those for whom they act are to be accepted as such.—*September* 23, 1876.

CHARTERING AGENT.

The case of "Sanguinetti *v.* The Pacific Steam Navigation Company," heard and determined by the Judges in the Court of Appeal, December 1, 1876, should be attentively considered by Shipowners and Merchants, as it involves questions deeply affecting them both. In a leading article in the *Shipping and*

AGENTS AND PRINCIPALS.

AGENTS AND PRINCIPALS.

Mercantile Gazette, June 5, 1873, will be found some cases referred to wherein it was held that, where an Agent in this country signs as such for a Principal abroad, and endeavours to free himself from all liability, under a Charter-party, from the time the cargo is put on board a ship, he could not by reason of such contract rid himself of his responsibility for acts done while the vessel was under his control and previous to the completion of the loading, in the absence of any special agreement limiting his engagements to everything done before or subsequent to the lading of the vessel. The case of "Sanguinetti *v.* The Pacific Steam Navigation Company" opens up a new phase of the question of Demurrage, for there was a clause in the Charter as follows:—"To be loaded at the rate of 75 "tons per working day, beginning when the ship is "in berth, unballasted, and ready to receive cargo; "any time lost by strikes or lock-outs to be excluded "in the computation of the working days." Then it was provided, further, that stiffening coal—*i.e.*, coal put on board to stiffen or steady the ship in lieu of ballast—was to be shipped at the rate of 40 tons per day; and the days on which stiffening coal was put on board, or the ship was detained for it, were to be excluded in computing the working days allowed for loading; Demurrage to be paid for every day beyond the days allowed for loading and discharging, at the rate of 3*d.* per ton per day; the Master to have a lien on the cargo for freight and Demurrage under the agreement; all liability of the Charterer to cease as soon as the cargo was on board, and all questions, whether of short delivery, Demurrage, or o herwise, to be settled with the Agent of the Charterer at Callao, which settlement was to be binding on the Owners, who were to have a lien on the cargo. It was alleged by the plaintiff (the Shipowner) that the defendant (the Charterer) delayed for a month to put the stiffening coal on board, by reason of which the ship was not ready to receive cargo, and was detained for 48 days, for which the plaintiff claimed the sum of 350*l.* It was further stated that when the ship, having ultimately received its cargo, got to Callao, the defendant's Agent there was requested to settle the Demurrage, but refused to do so, and demanded and received the cargo without settling the claim. The defendant stated, by way of defence, that previous to entering into the Charter-party, he had contracted for a cargo of coal to be put on board the ship, and that the contractors were prevented from loading the cargo by reason of strikes and lock-outs, and would not have been able to load the coal until long after the cargo was loaded, on which account the defendant got the cargo from other Coalowners. The defendant contended that the stiffening coal was part of the cargo, and that the days during which the ship was detained for want of it were to be excluded in the reckoning. Further, the defendant denied that there was an application on the part of the plaintiff to the Agent at Callao to settle the claim, or that the plaintiff was ready to accept such settlement there. Moreover, the defendant demurred to so much of the statement of claim as alleged liability in respect of what happened in England, on the ground that it appeared that the cargo was on board, and that all liability of the defendant was by the Charter to cease thereon, and that it did not appear that the question had been settled with the Agent there. The defendant also demurred to so much of the statement of claim as alleged liability in respect of what happened at Callao, because the settlement did not impose any liability on the Charterer, the cargo having been once on board, and all liability then ceasing, the Shipowner's remedy then being only his lien. The defendant (the Charterer) desired to raise the question of law, whether what happened in England, as to which there was no dispute, was sufficient to sustain the action, because, as to what occurred abroad, the facts being in dispute, a commission to take such evidence would be necessary, which would entail great expense. This narrowed the question as to whether the Charterer who gave a lien on the cargo was liable for the Demurrage incurred in loading in England, and on its discharge in Peru. The Court held that the stiffening coal was a part of the cargo, and, as the Master was to have a lien for Demurrage, that would apply to the whole of the coal and to the delay in loading any part of it, and therefore the question of stiffening was immaterial. The clause under which it was agreed that all claims for Demurrage should be settled with the Agent, it was held, referred to Demurrage incurred in England as well as to Demurrage abroad. "There "was [said the Court] to be one settlement of all "claims on both sides before the cargo was delivered." The Charterer, therefore, was held to be non-liable under the contract, and the decision of the Queen's Bench was confirmed. This case, it will be seen, turned upon the written terms of the Charter. The Shipowner understood it in the sense that for all detention of the ship in discharging he had a lien on the cargo; but for the Demurrage incurred in loading and discharging he could finally fall back upon the Charterer when he had parted with his lien by delivering the cargo, and could not secure a settlement of his claim for either through the Agent at Callao. A lien on cargo in a foreign Port, given under Charter, is an unsafe agreement to rely upon. If the Bills of Lading stipulate that a certain sum is to be paid for Demurrage incurred at the Port of loading, and that a given number of days are to be allowed for discharge, and after their expiration the Master of the ship is to have a lien for Demurrage, it is possible the Shipowner may be protected by the landing and warehousing of a sufficient quantity of the cargo to cover his lien. Disputes, however, are raised as to Saints' Days, Sabbaths, holidays, bad weather days, and custom, and then the Master is sued for withholding the goods of the Consignee. In such latter cases, if the Charterer has taken care to protect his interests by contracting himself out of all his liabilities, the redress open to the Shipowner is a doubtful one, and may turn out very expensive. If Shipowners, however, will continue to exonerate Charterers from all liabilities under the contracts of affreightment, they must be prepared to put up with the consequences. The Court guarded itself against any expression of opinion as to the personal liability of the Agent at Callao, as that was independent of the Charter-party. The lien was given on the cargo, and did not necessarily make the Agent liable for the payment. The Court held that there was no right of action, under the Charter, against the Charterer, and, as the Agent was no party to the contracts, he might not be personally liable unless he gave a guarantee to settle the Demurrage if

the cargo was given up, or made himself otherwise liable by acting as the Receiver under the Bills of Lading, if those instruments contained a condition with respect to the full demands of the Shipowner. No Shipowner or Master should sign a Charter-party under which the Charterer is absolved from all claims arising from short delivery and Demurrage while loading. There are some Agents in foreign countries who might be induced to pay claims for Demurrage incurred in the United Kingdom, but they are comparatively small in number. Purchasers of coal cargoes buy, usually, free on board, and decline to pay for the negligence of a Shipper who detains a vessel an unreasonable time from causes in or beyond his control. The Court of Appeal, by releasing the hirers of ships from their liabilities, have not laid down the principle that Charterers are absolved from all stipulations in a contract, but merely when it is agreed that Demurrage on both sides is to be settled by an Agent abroad, and is not so settled; and if the Shipowner parts with his lien, he has no remedy at law in this country. This should serve as a guide and caution to Shipowners.—*January* 3, 1877.

AGENT ACCEPTING FREIGHT.

SIR,—Can my Merchant compel me to take my freight on his weight? The case stands thus. I loaded pitwood in France for Cardiff. The cargo was weighed on board, and weight inserted in Bills of Lading 180 tons. On my arrival here the cargo was discharged on the wharf without being weighed, and left there for a week or more, then reshipped in lighters, and subsequently weighed with the lighters, and freight offered me on 120 tons, being 10 tons less than my Bill of Lading weight. Seeing the cargo was laid on the wharf so long exposed to plunder and deterioration in weight, am I compelled or justified in submitting to be paid freight on the quantity stated by the Merchant, or have I a claim for Bill of Lading weight? My Agent, without my authority, accepted payment on the Merchant's quantity. Cannot I, therefore, claim the difference, and from whom—the Merchant or my Agent? Yours, &c.,

JAS. WALKER, Master of the schooner Vulcan.

Cardiff, Sept. 4, 1876.

[The Agent in the case mentioned would be liable to our Correspondent.—(See page 129, *Maritime Notes and Queries*, Vol. I.)]

AGENTS AS CHARTERERS.

SIR,—I enclose for your inspection a copy of a Charter-party under which my vessel loaded here. The Shippers of the cargo having several steamers to load, she was kept six days over the days allowed in the Charter-party. On tendering my account for the Demurrage due, the Charterers refused payment, offering me a portion only of the amount, which I refused to accept, the ship having been made a convenience of. I therefore gave them the Bill of Lading, endorsing on the same the amount of Demurrage due to the ship, and I now ask the proper and legal steps the Captain must take on arrival at his destination, so as to prevent the detention of the ship and to secure payment of both freight and Demurrage. Yours, &c.,

Cardiff, Jan. 16, 1877. AN OLD SUBSCRIBER.

[Six days after the vessel "was totally unballasted and ready, and notice in writing given to the Charterer," the vessel was to be completely loaded, and the cargo was to be discharged "at the average rate of not less than 40 tons per working day, Sundays excepted," but no lien is given for Demurrage, and the liability of the Charterer's Agent is to cease as soon as the cargo is shipped, and in every respect as to all matters and things as well before and during as after the shipment. The Receiver under the Bill of Lading is not liable at the Port of discharge for Demurrage incurred at the Port of loading, and the endorsement by the Shipowner will not fix him with liability. The owner of the ship has agreed that he will not hold the Agent, who signed on behalf of another party abroad, liable for anything; and therefore the Principal, who resides in a foreign Port, would be the party to make the demand upon.—(See page 59, *Maritime Notes and Queries*, Vol. I.)]

AGENTS AND PRINCIPALS.

AGENCY INTRODUCTION.

SIR,—In the course of business I called upon a Shipowning firm and told them I was appointed sole Agent for a Manila house for the sale of sugar cargoes and other business, and gave them my Principals' names in London and Manila. In consequence of such representation they some days after sent for me, and asked what I could do for their ship A B, then lying at Hong Kong. I consulted my Principals in London, and made them several offers, culminating in one of a Charter at 65*s.* freight on joint account with my Principals. After consultation with their Co-Owners they positively refuse this, saying they have heard of more suitable business; but the next day, without making me any counter-offer, or asking if I can improve my offer, they charter their ship to my Principals in London, through another Broker, at 65*s.* for a full (the whole) cargo. In all the transaction I put the ship's and Owners' names before my Principals, as well as the latter's telegrams and letters in the Owners' hands. Can I recover my Brokerage, and from whom?—Yours, &c., SHIPBROKER.

Aug. 22, 1876.

[The commission would be due to our Correspondent, and recoverable from the Owner of the ship.]

CHARTERER, AGENT, OR CONSIGNEE'S LIABILITY.

SIR,—What is the liability or responsibility of a Broker in the instance of a vessel arriving at a Port in Spain, chartered by a house in a Welsh Port, on the authority of a firm in the Spanish Port, and finding, when ready to receive her cargo, that the Merchant who was to deliver the same declined to do so, and any claim on him would be useless, as he has nothing to lose? A vessel is in such a position. Protest has been duly noted, and the Brokers at the Welsh Port informed that they will be held responsible for all damages; but they replied that they acted only as Agents. No fast or reasonable freight would they offer either, and the vessel, though claiming constantly her right, is now chartered to a Port in Sweden. AGENT.

March 14, 1876.

[If the Broker at the Welsh Port, in chartering the vessel, did not disclose his Principal and sign as Agent, he would be liable, under the contract, for any pecuniary loss to the Shipowner through the Consignee not finding a cargo or re-Charter for the vessel on arrival abroad. On the other hand, if the Broker acted as Agent only, and made known his Principal, the Charterer would be liable. The Consignee in a foreign country, unless he was a Principal, could not be made liable for not finding a cargo, for there was no contract between him and the Shipowner.]

CHARTER NOT COMPLETED.

SIR,—I received an offer from a firm of London Brokers whom I requested to get me a freight for one of my vessels. They sent me down a form of Charter, which they said they could secure, and that they were authorised to engage my vessel at this rate, &c. I returned them the Charter, with the terms in as I should like them, and got a reply by wire that they could not obtain them, but that they could get certain conditions, and that they had closed. On the same day (Friday) I wired them to accept, subject to my approval. A Charter came down to me on the Saturday, partly filled in, which I returned signed on the same evening by post, and amended as I wanted it, and gave instructions for them to close. I then approved of it, and left the Charterer's name

to be filled in, and to be subject to my approval. This was done on the Saturday night, and my letter could not be delivered in London until the Monday morning. On reflection, after posting the letter, I found I had omitted to put in the Charter an exceptional clause. Early on the Monday morning, before the letters could be delivered in London, I telegraphed the Brokers, saying I had omitted to put in the Charter I had posted to them on the Saturday night the exceptional clause—naming the same—and requested them to insert it in the Charter-party, which they refused to do, and have finally closed the Charter, as it was signed by me, without the clause I wanted them to put in before finally closing; and though I have written and telegraphed to them in strong terms that I would not act upon the Charter without that clause in, they yesterday sent me copies of certified Charter, which I received this morning, and in their note they coolly say "it is as signed by both parties." In the copies I have received to-day all the alterations I made in the signed Charter last Saturday are in, but the exceptional clause is wanting that I desired them to insert in the copy of Charter I sent them. Am I bound to carry out this Charter which they have closed, though not according to my instructions? If so, can I claim the loss I may sustain by the omission of this clause, which will be over 100*l.*, from the Brokers who refused to follow out the instructions of my telegram? How am I to act in the matter?—Yours, &c.,

March 24, 1877. SHIPOWNER.

[If the telegram reached the Agent in London before the Charter-party was signed and completed, and the Agent disregarded his instructions, he could be made liable for all loss incurred thereby. The Charterer, who holds a duly executed instrument, might compel its enforcement unless it could be proved that he was a party to the Agent's breach of instructions.]

ARTICLES OF AGREEMENT.

VERBAL ENGAGEMENTS.

Whenever Seamen prefer a claim for wages against Masters, and no Articles of Agreement have been signed, jurisdiction is exercised by Magistrates, as the reports of Police cases frequently bear witness; but in a few instances a doubt has been raised in consequence of the decisions given by the Court of King's Bench, under 2nd GEORGE II., cap. 36, and the 2nd GEORGE IV., cap. 31, which Statutes enacted that—"it should not be "lawful for any Master or Commander of any ship "or vessel bound to parts beyond the seas to carry "any Seaman or Mariner, except his Apprentice or "Apprentices, to sea, from any Port or place where "he or they were entered or shipped, to proceed on "any voyage to parts beyond the sea without first "coming to an agreement or contract with such "Seamen and Mariners for their wages; and which "agreement or agreements shall be made in writing." In "WHITE *v.* WILSON," and "ELMSWORTH *v.* WOOLMORE," it was held that all agreements for wages, unless contracted for in writing, were of no effect. In summary claims, also, Magistrates declined to entertain any other than written agreements. Following up the interpretation of the law as laid down by the King's Bench, all verbal agreements were repudiated. The 5th and 6th WM. IV., c. 19, the 7th and 8th VIC., and the 13th and 14th VIC., c. 93, section 45, altered the law as to the form of agreements; and the 17th and 18th VIC., c. 104, still further amended the laws passed during the reigns of the two GEORGES. The Merchant Shipping Act, Part III., applies to all British seagoing ships (Section 109), and the Master of every ship, with the exception of those of less than eighty tons, exclusively employed in the Coasting Trade of the United Kingdom, must enter into agreements in the manner provided under the Act (Section 149). In the case of foreign-going ships the agreements have to be entered into before a Shipping Master (Section 150); but, although the Crews of coasting vessels are not required to attend at a Mercantile Marine Office, if the vessels are less than eighty tons register, the Masters of such ships are bound to enter into written agreements with their Crews on the Board of Trade forms. The only vessels exempted are coasters under eighty tons register. The penalty on a Master for carrying a Seaman to sea without entering into such agreement is 5*l.* (Section 157); and a further penalty of 5*l.* is incurred if the Master, at the commencement of a voyage, does not cause a legible copy of the agreement, without signatures, to be placed in some part of the ship where it may be accessible to the Crew (Section 166). Any Seaman may, however, bring forward evidence to prove the contents of any agreement or otherwise to support his case, without producing or giving notice to produce the agreement or any copy thereof (Section 165). The law casts upon the Master of a ship the responsibility of making the agreement between himself and the Crew; but if the vessel is in the Coasting Trade, and under eighty tons, no written agreement is required by the Statute. This does not imply, however, that because there is no written agreement there is no contract between the parties. A verbal hiring can be enforced, and if a vessel comes under the definition of seagoing, there can be no doubt of the right of Magistrates to summarily adjudicate. If a vessel is above eighty tons, and in the Coasting Trade, the Master subjects himself to a penalty if he engages men and takes them to sea without entering into Articles of Agreement. The claim, however, of the Seaman is not defeated in consequence of non-compliance with the law on the part of the Master. A Seaman is not bound to prove his case by producing a written agreement. If such a document has been signed, and it suits the defence of a Master to present it to the Court, he may do so. The Seaman is at liberty to state his case and prove the verbal contract. A Sailor engaged by the run to take a vessel from one Port in the United Kingdom to another lately sought the opinion of the *Shipping and Mercantile Gazette* as to his legal claim on the Shipowner. He had been franked back to the Port of departure, and took with him an order from the Master to the Owner for the balance of the lump sum agreed upon, which the Owner, it is said, refused to pay. A Seaman would have two remedies open to him in such a case, for he could summon the Owner before the Magistrates, or proceed to where he left the vessel and take action against the Master. The mere fact of there being no written agreement would not defeat his claim; and this applies, as a matter of course, to any other similar case. The Merchant Shipping Act is quite explicit in giving Magistrates jurisdiction in wages suits so far as seagoing vessels are concerned, whether written agreements have or have not been entered into. This applies also to labour performed on board a seagoing ship during the time it may be in harbour. The learned Judge of the Admiralty

Court, in deciding upon the claim of a woman who had acted as Cook and Storekeeper on board a vessel in a dock, said—"the material point for him to look "to was the work done; for, supposing an infor- "mality in the mode of hiring, still if the work had "been done, and properly done, it entitled the per- "former to the common remuneration for such em- "ployment"—(The *Jane and Matilda*). This construction of the law is sufficiently broad to settle the question of Magisterial jurisdiction for wages when there has been, as in the case which has called forth this explanation, only a verbal hiring. As regards river steamers, and the craft generally employed in inland navigation exclusively, we should say that the provisions of the Merchant Shipping Act do not apply to their Crews. The "Workman's Act, 1875," gives Magistrates summary jurisdiction in all wages disputes, and therefore it matters not to the exempted river Crews under what law they may sue. Mr. Plimsoll, it should be known, has given notice of his intention to repeal certain clauses in Part III. of the Act of 1854, and to place Shipowners and Seamen under the "Workman's Act, 1875."—*Jan.* 26, 1876.

COMMENCEMENT OF AGREEMENT.

Sir,—A Seaman signed articles by one of our ships at a Port on the East Coast, foreign bound, on April 6 last, "time at which to be on board April 10, 1876," but he did not join until April 12, the date of sailing. The ship having subsequently been lost with all hands, we furnished the Registrar General of Seamen with wages account, calculating same from April 12. The Seaman, however, claims wages for the two preceding days, viz. 10th and 11th, and maintains we are liable according to Section 181 of the Merchant Shipping Act; but having proof that the Seaman did not join until the 12th, we should like your opinion as to our liability.—Yours, &c., SHIPOWNERS.

July 21, 1876.

[The time specified in the agreement must have been before the Seaman's presence on board, and therefore the wages would be due from the 10th. The Section says that the wages run "from the time specified in the agreement, or from the commencement of work or presence on board."]

PORTS AND PLACES.

Sir,—A Shipmaster signed an agreement with a Crew on the following terms:—"From Sunderland to a Port in the Mediterranean, thence, if required, to any Ports or places on the Continent of Europe, including the Mediterranean, Black, Azoff, Baltic, or White Seas, or the Coast of Morocco, and (or) Home Coasting Trade in the United Kingdom, from this date until the final arrival of the ship at a Port of discharge in the United Kingdom on or subsequent to the 31st day of December 1876." The ship, after discharging her outward cargo, proceeded to another Port in the Mediterranean to load for the Continent of Europe, thence to proceed to England. Can the Master, under the above agreement, discharge any part or the whole of the Crew on arrival in England on the present voyage, if he requires it? Supposing the vessel to arrive in England three months before the above-mentioned date, can the Master, if he wishes, retain his Crew for another voyage?—Yours, &c., A SHIPMASTER.

Naples, Aug. 14, 1876.

[Under the articles quoted, which are vague, the voyage would terminate on the arrival of the ship at a Port of discharge in the United Kingdom. The Crew would have to be paid, and the Master could not retain the men for another voyage.]

AGREEMENT ALTERED.

Sir,—After a 22 months' voyage as Carpenter, I was paid off in Bordeaux under articles which I never signed, and in which my wages appeared as 5*l.* per month and 5*l.* advance, whereas I signed for 6*l.* and got 6*l.* advance. The Consul informed me that he could do nothing but write my protest on the articles, and advise me to write for a copy of the original articles to London when I got home. I have done so, and the copy was forwarded, and is now in the hands of the Collector of this Port. It is a copy of the articles presented to me to sign, which bears my own signature, and my wages as 6*l.* per month and 6*l.* advance. The articles I was paid off from I never saw at the time of signing, and my signature to them was put there by someone else. The vessel is owned by a man in Canada, but the Managing Owners are in Liverpool.—Yours, &c.,

Limerick, March 17, 1877. SHIP CARPENTER.

[The High Court of Admiralty, in such a case, would cause the question of payment to be reopened; and a County Court would entertain the application, and make an order for the arrest of the ship if she is within the United Kingdom. If the facts are as stated, the Master could be proceeded against, either in the United Kingdom or Canada, for falsifying the agreement. The Managing Owners might be summoned before the Magistrates in the first instance.]

UNITED KINGDOM OR CONTINENT.

Sir,—I received orders for St. Nazaire, and the Crew objected to proceed. They signed articles for a "final Port, United Kingdom, or Continent of Europe." Can I compel the Crew to go there?—Yours, &c.,

Crookhaven, Aug 21, 1876. SHIPMASTER.

[Crookhaven being only a place of call, and not a final Port of discharge, we are of opinion the Crew would be bound to proceed with the ship to a Continental Port; but, if discharged there, the Master would have to pay their passage home.]

COASTING ARTICLES.

Sir,—I shipped a Crew at London on April 5 for the Coasting Trade until the 30th of June, the Crew to work all cargoes if required. On my arrival at this Port, and the cargo all discharged on April 28, my Crew demanded their discharge? Can they do so, or can I keep them until the 30th of June? A LOVER OF FAIR PLAY.

Middlesborough, May 7, 1876.

[The Crew could be compelled to complete their agreement up to the 30th of June.]

"NEGLIGENT DESTRUCTION."

Sir,—What is the meaning of negligent destruction as rendered in foreign articles? Our steamer, while passing through the dock gates, had a portion of her Crew below helplessly drunk, and under no control, and hence one of our boats, towing, was destroyed through having no one to place in her, as is our custom when we by chance are favoured with sober Seamen. In this case (as stated), can the drunken ones be made to pay for this destruction? It was caused by their negligence of duty. Our articles appear to read—"The conditions for wages in faithful service."—Yours, &c.,

Sunderland, October 28, 1876. SHIPMASTER.

["Negligent destruction" might be construed as injury done by carelessness. Neglect of duty caused by drunkenness would not be a sufficient ground for charging the Crew with the destruction of a boat which they were not in charge of. For wilfully damaging a ship, or embezzling, or wilfully damaging any of her stores or cargo, Seamen are liable to forfeit out of their wages a sum equal in amount to the loss sustained; and, also, at the discretion of the Court, they may be imprisoned, with or without hard labour, for any period not exceeding 12 weeks.—(Paragraph 8, Section 243, Merchant Shipping Act, 1854.)]

APPRENTICESHIP.

TRANSFER.

SIR,—I am an Apprentice in a sailing ship, and have a year still to serve. My Owners have entirely gone out of sail into steam, and want me to complete my time in their steamers. I feel sure I can learn nothing there, so beg you to say if, in your opinion, they can compel me to serve in steamers for the rest of my term?—Yours, &c.,

London, Aug. 28, 1876. A READER.

[Being apprenticed to the Owners, they can transfer him to any ship, sail or steam, in their employ, unless there is an express agreement that he shall be taught on board sailing ships only.]

BALLAST.

STOPPING DELIVERY FOR BALLAST.

SIR,—A ship being on Demurrage, stopped discharging cargo by the Captain's order to take on board stiffening ballast, and the whole of the following day was spent in completing discharge. Does our having stopped discharging bar our claim for the Demurrage for the last day?—Yours, &c.,

Stockton, Aug. 28, 1876. AGENT.

[Stopping the discharge of the cargo would be a complete answer to any claim for Demurrage, as the ship was not at the command of the Consignee on the day thus occupied in ballasting.]

STOPPING DELIVERY FOR BALLAST.

SIR,—Referring to the letter from "Agent," at Stockton, in your impression of 25th inst., and your reply, we fear the question put was perhaps hardly clear enough to bring to your notice the actual point at issue. What we desire to know is whether the Captain, having stopped the discharge for one day to take in ballast, bars his claim for Demurrage for the next day, the whole of which was spent in completing the discharge?—Yours, &c.,

THE OWNERS OF THE VESSEL.

London, Aug. 29, 1876.

[If the vessel did not discharge any cargo on the day she took in ballast, that day could not be claimed as a Lay-day, or, if the Lay-days had run out, a Demurrage-day. The following day would, however, if spent in discharging, count as a Lay-day, or day on Demurrage.]

SLIGO HARBOUR.—BALLASTING.

SIR,—I have been at this Port for 35 days, and laid 14 days outside of the place to lighten. After lightening to 15½ feet I came in, and had to use 240 fathoms of chain, and then have to keep a Pilot and four men employed all the time to run warps to swing the ship, and still have to pay 6*d.* per ton Harbour Dues. If anything should happen to the warps through a gust of wind, or the ship should swing the opposite way, she would land on the rocks and be destroyed. You cannot buy ballast from anyone but the Harbour Board, and they will give it to you when they please. I have been waiting 16 days for ballast, and a small barque had to wait 13 days. After I got my ballast in they sent me a bill for 533 tons of sand and 125 tons of stone. The stone I got all right, but I had only 360 tons of sand, and asked for my Mate's receipts, but was sent from the Harbour Master to the Harbour-office, and they both told me that they had nothing to do with it—that I must go and look after it myself. They kept me two days and caused me to lose a fair wind, and when I wrote them a letter complaining about the time they said they would accept my statement of what was in the ship, namely, 360 tons of sand and 125 of stone. If a Shipmaster should make a mistake of that character the Board of Trade Surveyors would soon cause his vessel to be detained in the docks. The Board of Trade officials should look after the land sharks and let Shipmasters alone. Ships are generally chartered to a Port for orders, and from thence to a safe Port in the United Kingdom or Continent, to lay at all times in safety afloat. Is a ship in safety where there is no anchorage, and where she cannot swing with over 11 feet of water—that is, swing to her moorings? A ship is moored with her cables, one on each side of the river, and it takes about 260 fathoms of chain to moor. I do not consider any vessel over 13 feet of water safe here. My vessel when loaded draws 21 feet.—Yours, &c.,

J. SMITH, Master of the Ship Beethoven.

Sligo, July 25, 1876.

[The letter of Captain Smith is accompanied by communications from the Masters of three other ships in Port, complaining of the difficulties in obtaining ballast, or damage done to their vessels. As regards the question put to us about a vessel not being safe unless she can swing to her moorings, we should say that this would depend in the present case upon the sufficiency of the chains by which she is secured. Any damage done by collision with harbour tugs would have to be settled with the Harbour Authorities. So, also, if a contract is entered into under which a given quantity of ballast is to be supplied, and a vessel is unseaworthy through not having the quantity stipulated for on board, the Harbour Board would be liable for all consequential damages. If there was an agreement to supply ballast within a fixed time, a claim might be made for the unreasonable detention of the ship under the breach of contract.—(See Letters on Ballasting, in Volumes I. and II. *Maritime Notes and Queries.*)]

BALLAST.

MUD OR SAND.

SIR,—A new Colonial vessel discharged a cargo of grain at a leading Irish Port from an Eastern American Port. The authorities at the Port of discharge are, by a Local Act, the suppliers of ballast. If any private party furnishes to any vessel for ballast any sand, the seller and buyer may be fined by the Port Authorities under the powers given them in the before-mentioned Act. Of course, stones may be sold for ballast by any contractor, but they are so expensive and slow in procuring, that in these days of low freights they are not suitable. The vessel mentioned, amongst the others, applied to the Harbour Authorities for ballast, which they supplied from lighters and off an uncovered quay. The ballast furnished was perfect mud. It was quite wet, and in the hold was in a liquid state. The Master of the vessel complained to the Harbour Commissioners before going to sea that the material supplied was unfit for ballast—that it was mud, not sand; that a vessel with it as ballast was unseaworthy; that he had no option in the matter: they would not supply sand themselves, nor allow private contractors to do it; and that stone ballast was impracticable, being too dear. Now, the consequence was that this fine new vessel sailed from the Port referred to, was at sea some two days, when the ballast of mud shifted, washed about in the vessel's hold in a liquid state, and the ship was hove on her beam ends. The Crew were obliged to cut away some spars, several sails, and throw all articles to leeward overboard to righten their vessel and save their lives. They fortunately managed to save themselves, and succeeded, after several days' battling against the furious elements of the past few weeks, in bringing their disabled vessel, making much water, into Port. The vessel is obliged to discharge the ballasting of mud, take sand or stone in lieu thereof, go into dry dock for a thorough outfit and overhaul, as well as encounter many other heavy items of expense, amounting to certainly not less than 500*l.* This is not the only case in which the total unseaworthiness of vesels ballasted with the stuff supplied by the Harbour Authorities has been experienced. Complaints as to the weight and quality from Shipmasters have often appeared in your Journal, but still the evil continues. 1st. If the Harbour Commissioners assume to themselves the exclusive right of supplying the almost only practicable ballast—viz. sand—at the Port referred to, are they not legally bound to supply a quality that Captains may consider seaworthy? 2nd. If they contract to furnish sand, and receive payment for sand, but supply liquid mud instead, are they not liable in damages for the con equences? Please quote any cases bearing on the matter.—Yours, &c.,

Jan. 20, 1877. ANGLO-NORMAN.

[1st. If the Harbour Authorities assume the right of ballasting ships, they should supply a dry stiffening, and not mud to

make a vessel unseaworthy. 2nd. If they contract to furnish sand and supply wet mud instead, that would be a breach of the agreement; and if in consequence of that breach damages have been incurred, the Harbour Authorities might be sued.—(See page 221, *Maritime Notes and Queries*, Vol. I.; page 181, Vol. II.; and page 58, Vol. III.)]

BILLS OF LADING.

NOT SIGNING BILLS OF LADING.

SIR,—By a Charter-party made abroad, a steamer had to load an entire cargo of coals with us. The Charter did not say that the Captain had to sign Bills of Lading, nor did the Charter contain any penalty for the "non-performance" of it. After the arrival of the steamer we loaded her with a cargo of coals valued at 950*l.*, and, after the ship had left, the Captain's Brokers presented a memorandum, signed with the Captain's name (the handwriting being in the meantime unknown to us) authorising the Brokers to sign the Bills of Lading. As the memorandum was not a stamped document, we refused to take the Brokers' signature. What damage can we claim against the Captain? We have been unable to invoice the cargo, as we have no Bill of Lading. If a judgment has been delivered before in a similar case, we shall feel obliged if you will quote the same. The steamer went to Copenhagen, and although the Danish law stipulates that the Captain was bound to sign Bills of Lading, it does not stipulate any penalty whatever if this is neglected; but as the breach of contract has been done against us as English subjects, the law in Denmark will, of course, take cognizance of it, if we can show how the case would be treated here.—Yours, &c., MERCHANTS.

Newcastle, Aug. 28, 1876.

[It is a doubtful question whether the Master of a ship could delegate his authority to an Agent to sign Bills of Lading without the consent of the Shipowner. It would be open to the Shipowner to repudiate any claim made upon him by a Merchant who should present Bills of Lading not bearing the Master's signature. The Master should always append his name to the Bills of Lading, unless he has written instructions to permit a Broker to sign per procuration for him. A letter of attorney would require a 10*s.* stamp.]

SIGNING BILL OF LADING.

SIR,—A vessel was chartered to load a cargo of wheat here, and on the loading being completed the Captain was presented by the Merchant, in the usual manner, with the Bill of Lading for his signature, embodying the usual conditions, if shipped in "good order and condition," with weight of cargo, and specifying other conditions as "per Charter-party." The Captain refused this Bill of Lading, and, under the guidance of the Owner, made out a Bill of Lading with "good order and condition" erased, and inserting therein "cargo in bad order, and not accountable for condition and weight." The Merchant found this sort of Bill of Lading worthless, as no Consignee would accept it with such damnatory clauses. He therefore protests, and serves the Owner with notice, holding him accountable for any losses arising from the Captain not signing the Bill of Lading in the form presented by him. The cargo having been shipped in good order, is the Captain justified in giving a Bill of Lading of his own fashion and make, and refusing that of the Merchant?—Yours, &c., A SUBSCRIBER.

Cork, Dec. 16, 1876.

[If the Master of a ship signed Bills of Lading certifying that the cargo was shipped in good order and condition when it was not so, thus doing a wrong to the purchaser, he would render himself liable to legal proceedings. On the other hand, if the goods, when shipped, could be shown to have been in good condition, and loss resulted from the refusal to sign the ordinary Bill of Lading, the Shipowner might be sued for damages, if any were incurred. A Master is not authorised to sign for other conditions than those in the Charter.]

SIGNING BILLS OF LADING.

SIR,—In your impression of yesterday I observe a letter under the above heading, from a Cork "Subscriber." As the Owner of the vessel he refers to, the facts of the case are, that the state of the wheat shipped in the vessel was such that two of the Seamen who were in the hold trimming the cargo were overcome by the stench arising from it, and became so sick that they were unable to continue their work in the hold, and men from the shore had to be employed at an extra expense to do the work. Had the wheat been in good condition this would have been unnecessary. Consequently, I considered it my duty to refuse signing the Merchant's Bills of Lading for "good condition," and therefore instructed the Captain to note protest against doing so, and to hand the Merchant my own Bill of Lading, filled out and reading, "Not in good condition." In reference to quantity and weight, if "Subscriber" refers to his copy of the Charter he will find that there is no clause therein compelling us to sign for weight. What steps other than those taken were then left me in order to protect the vessel's interest?—Yours, &c., R. MITCHELL.

Britonferry, Dec. 22, 1876.

[If a Charterer or his Agent detains a vessel through the non-presentation of the Bills of Lading, he would be liable for Demurrage thereby occasioned. A protest in England, if a clean Bill of Lading were given, might not protect a Master in a foreign Port, though it would here. Under the particular circumstances mentioned by our Correspondent, he acted reasonably in drawing up his own Bill of Lading, and leaving the Shipper to recover damages.]

STAMPS ON BILLS OF LADING.

SIR,—As the Owner of small vessels trading to the French Ports, I note in the ships' accounts from some of the Ports that charges to the extent of 5*f.* for stamps are made on the ship. The explanation given for the same is that the stamps so charged are used on the ships' Bills of Lading on arrival. Again, at other French Ports there is no such charge made against the ship for stamps. Should the expenses of stamping the Bills of Lading be paid by the ship or by the Consignees? If by the ship, when only one Bill of Lading is issued, what is the legal charge for stamping it?—Yours, &c., SUBSCRIBER.

Britonferry, Nov. 17, 1876.

[The expense of stamping Bills of Lading, being a charge on the cargo, should be paid by the Merchant. It is not the custom in France to issue one Bill of Lading. If only one Bill is issued in the United Kingdom, it is stamped here, and is not required to have another stamp in France.—(See the law on Bills of Lading at page 15, *Maritime Notes and Queries*, Vol. II.) The duty on passports delivered to all foreign vessels departing from the Ports of France is one franc. The receipts delivered by the Customs are stamped when the duties are under 10*f.*, 0.05*f.*; and above 10*f.*, 0.25*f.*]

BILLS OF LADING AND STAMP ACT.

SIR,—Is it necessary that Bills of Lading should be taken for all shipments, and do I infringe any law if I ship cargo and take no Bills of Lading? I refer particularly to the Stamp Act. If Bills of Lading are required, is one stamp sufficient to satisfy the law, or must there be two?

Troon, Nov. 1, 1877. SUBSCRIBER.

[There is no Statute under which it is made compulsory to issue Bills of Lading. Every Bill of Lading that is signed by the Master of a ship, or any other person on his behalf, must bear a sixpenny stamp. The law as regards Bills of Lading will be found fully set forth at pages 57 and 58, *Maritime Notes and Queries*, Vol. I.]

INDORSED BILLS OF LADING.

SIR,—I arrived here on the 5th October with a cargo of deals, battens, and boards, from Archangel. The Bills of

BILLS OF LADING.

Lading deposited at the bankers here are indorsed to the Merchant, but he (the Merchant) cannot get them because he refuses to accept the draught from the Shipper of the cargo. The Shipper has acted against order in sending less of the first sort of deals than were ordered, and the Merchant here wants the cargo, but I cannot deliver it until the Merchant is the holder of the Bill of Lading. Can I deliver the cargo to the Bill of Lading holder? The bankers at present are the holders, but, as I have said, they are indorsed to the Merchant. If not, shall I stop till the Lay-days are out before selling part of the cargo to pay my freight, or shall I also lay my Demurrage-days before I can go so far?—Yours, &c., A FOREIGN SHIPMASTER.

Poole, Oct. 8, 1876.

[The bankers are not entitled to give an order for the delivery of the cargo, or to give up the documents to any other person than the Merchant to whom the Bills of Lading are indorsed. When the Lay-days have run out, the cargo should be landed, if possible, within the Demurrage-days allowed to the Merchant after the expiration of the Lay-days. If the lien for freight, Demurrage, and other charges has been given, and it is not discharged, the goods may be sold at the end of 90 days. The bankers may discharge the lien.]

INDORSED BILLS OF LADING.

SIR,—I have observed the answer in your impression of the 11th. Can I begin to discharge on the commencement of my Demurrage-days or not? I fancy that I must lay my Demurrage-days out also, because it forms a part of the Charter that those 10 Demurrage-days are allowed the Merchant. If I commenced discharge in those days, the Merchant could in the meanwhile settle with his opponent, and compel me to bring the cargo into his yard.—Yours, &c.,

Poole, Oct. 12, 1876. A FOREIGN SHIPMASTER.

[We are of opinion that if the Merchant took to his goods in the Demurrage-days, he could not charge the ship with the expenses of removing the wood to his own yard. If payment for Demurrage is given by the Charter-party and Bills of Lading, and the owner of the goods does not make entry of the same and commence discharge within the Lay-days, the Master can exercise his right of lien, and land the cargo within the Demurrage-days. The time for delivery under Section 67 of the Merchant Shipping Act, 1862, implies Lay-days, and not the Demurrage-days.]

INDORSEMENT TO ORDER.

SIR,—A vessel loaded pitprops in France for a Welsh Port, under a Bill of Lading, which stipulates that "so many tons which I promise to deliver to Mr. S., or to his order on my being paid, as freight, the sum stipulated in the Charter;" but does not contain the clause "other conditions, &c." The Bill of Lading is indorsed by Mr. S. in the words "Deliver the cargo, as per the other side, to Messrs. the —— Co." Then the indorsement continues "Freight Exchange, Advance," and finally "Rate for discharging, 50 tons per day." Signed with the initials "J. S." The indorsement shows that Mr. S. had sold the cargo to the Company, and they paid the Captain his freight, excepting on a small portion of it, which they declined to take, the freight on which Mr. S. paid. The ship has two days' Demurrage to claim. Can the Captain claim from either of the parties, the Company or the original Consignee? The latter says that he is merely an Agent for the Shippers in France. The Bill of Lading being indorsed with the time for discharging, does that make the receivers liable? SUBSCRIBERS.

March 10, 1876.

[If the Consignor of the ship was the maker of the Bills of Lading, and also shipper of the pitprops, and he sold them to a Company, and the purchasers were cognisant of the conditions on the Bills of Lading, and acted upon those stipulations so far as concerns freight, exchange, and advance, they would be liable for any Demurrage incurred; but an Agent to whom the ship might be consigned would not necessarily be a party to the Contract of Affreightment, and therefore would not be liable for Demurrage incurred through the default of the Bill of Lading holders.]

UNSTAMPED BILLS OF LADING.

SIR,—Several merchants here have adopted a rule to make out one stamped Bill of Lading only, and issue one, two, or sometimes three unstamped for the same cargo, which the Captain is expected to sign as well, allowing him to inscribe the word "Copy" on it. Can a Shipmaster be compelled to deliver up his cargo in a foreign Port on production of such a copy?—Yours, &c., ENQUIRER.

Cardiff, April 27, 1877.

[The penalty for subscribing to an unstamped Bill of Lading is 50*l*. All Bills of Lading signed by the Master are original instruments, and must be stamped.—(See page 57, *Maritime Notes and Queries*, Vol. I.) We know of no law in a foreign State which would prevent a Master from delivering a cargo to a Bill of Lading duly signed by him, or that would protect him from the consequences of not doing so.]

TRANSHIPMENT UNDER BILLS OF LADING.

SIR,—A Broker A indorsed a Bill of Lading to B, containing the following clause:—"Shipped by A on board the ——, lying at Liverpool and bound for Russia, with leave to tranship at —— the following goods." This Bill of Lading B sent to his buyer in Russia, who, after waiting two months, returned the documents to us, believing the —— lost, she never having reached Russia. On making investigations in England, we learn the goods were transhipped in England and sent to Russia by another boat, and there confiscated in consequence of there being no receiver. The buyer was unaware that any cargo for him had arrived and therefore could not claim it. 1st. Was it the duty of the Shipowner to give notice (in case of the leave clause being used) into what vessel and when our property had been transferred? If so, is he liable for our loss? 2nd. Must A or B recover from the Owner? The transhipment clause is permissive only, not indicating a certainty of change of vessel, when possibly we might have been more at fault.

Newcastle, April 12, 1876. T. J. W. & Co.

[1st. It is customary, in several steam trades, to issue Bills of Lading giving the power of transhipment; but, as a rule, the Shipowner, the Agent, or someone on his behalf, usually advises the Consignees of transhipped cargo of the arrival of the vessel, and instructs the Bill of Lading holders to apply for their goods. This practice is followed and enforced by the Managers of more than one Steam Shipping Company; and if the system of giving notice in all cases is not followed, we are of opinion that it should be. 2nd. If the goods have been confiscated through the Consignee not having been informed by the Shipper or the Shipowner of the transhipment, the buyer would have a cause of action against the seller; and the Shipper, in his turn, might make a claim on the Shipowner for transhipping the goods and not giving notice of the name of the second vessel. In either case, it would be necessary to prove that the buyer in Russia might have placed himself in communication with the Agent of the steamer, if there be one at the Port. Two months is an unreasonable time to wait without communicating.]

RUSSIAN LAWS AND DETENTION.

SIR,—I take the liberty of asking your advice on a subject which bears some analogy to the leader in your number of 20th inst. Last July I chartered one of my steamers to a house in Newcastle to load a cargo of iron and coals thence to Cronstadt. When the steamer was loaded the Charterers, who were also Shippers of the cargo, had neither Bills of

BILLS OF LADING.

Lading nor Manifest ready for signature, so it was verbally arranged that the Bills of Lading were to be signed for the Captain by his Agents at Newcastle. In the presence of these Agents the Charterers told my Captain, when taking leave at their office, that he might quietly proceed to sea, as they would at once write out the Bills of Lading and the Manifest, and, after having got the signature of the Captain's Agents, would forward them to the party to whom the ship was addressed at Cronstadt. The steamer accordingly left Newcastle on the 27th of July, and, after a quick passage, arrived at Cronstadt on the 2nd of August. On her arrival there, neither the Bills of Lading nor Manifest had come forward, because the documents were only despatched from Newcastle several days after the steamer had left. The consequence was that the steamer was fined by the Russian Custom-house authorities in about 900 silver roubles (which is about one-fifth of the whole freight), and, notwithstanding all my endeavours to get the fine remitted or reduced, I have had to pay the full amount. I then applied to the Charterers at Newcastle, asking them to reimburse me, but they tell me that, on account of their having had some difficulty in getting at the weight of the goods shipped, they could not send off the documents earlier, and that they by no means consider themselves liable for fines imposed by foreign Custom-houses, they being protected by the customary clause in the Charter-party, according to which the liability of the Charterers cease as soon as the cargo is on board. This I consider to be very bad treatment. My Captain proceeds to sea without the documents relating to the cargo mainly to oblige the Charterers, for it seems to me without doubt that he was entitled to demurrage had he waited for the Bills of Lading &c. being made out; and now, in consequence of their not fulfilling their promise, a heavy loss results to the ship, the Charterers denying their liability to make good the loss. Who, under the above circumstances, is liable for the fine—the ship or the Charterers? A. G.

Dantzic, Dec. 27, 1875.

[The Charterer of a ship would be liable for detention arising from the non-arrival or non-production of Bills of Lading; and, under the circumstances mentioned, we are of opinion that the Charterer is liable for all acts done or omitted to be done before the sailing of the vessel, and the consequences thereof.—(See page 59, *Maritime Notes and Queries.*)]

STOPPAGE IN TRANSITU.

SIR,—Certain Shippers, retaining even to the present moment the Policy of Insurance, sold a cargo of coals at a certain price, cost, freight, and insurance, to a retail Merchant, to whom they sent indorsed Bill of Lading, but who became insolvent before the vessel reached the Port of discharge. The Consignee, shortly before filing his petition in bankruptcy, in his turn indorses the Bill of Lading to a third party, presumably an innocent holder, who avers that he paid invoice price for the cargo in hard cash, receiving for such payment the indorsed Bill of Lading, but no Insurance Policy. There were three Bills of Lading, signed by the Master of the vessel. The Shippers proceed to the Port of discharge, and there stop the vessel *in transitu*, and induce the Captain to discharge to a new or fourth party, to whom was indorsed another of the signed Bills of Lading. Was not the cargo, while thus in transit, or until the vessel got alongside the orignal Consignee's wharf, or as near to it as possible, the absolute property of the Shippers? And, if so, is not the original Consignee liable to the Shippers for all damages accruing to them for selling what did not really belong to him? This point of sale—cost, freight, and insurance—was completely lost sight of in a recent lawsuit, and your opinion will be regarded of great value with the view to a new trial, for which leave to move has been given by the Judge. Your views, as stated *in extenso* in pages 57 and 58 of *Maritime Notes and Queries*, Vol. I., would indicate that if the Consignee had no *bonâ fide* property in the coals at the time of his indorsing the Bill of Lading, he could not either legally or equitably pass the property to another.

April 8, 1876. SCRUTATOR.

[Under the 6th of Geo. IV., cap. 94, sec. 2, "any person or persons intrusted with and in possession of any Bill of Lading, India Warrant, Dock Warrant, Warehouse-keeper's Certificate, Wharfinger's Certificate, Warrant or Order for delivery of goods, shall be deemed to be taken to be the true Owner . . . . provided such person or persons, body or bodies politic or corporate, so accepting or taking such goods in deposit or pledge shall and may acquire possession, and enforce such right, title, or interest as was possessed and might have been enforced by such person or persons so possessed and intrusted as aforesaid, any rule of law, usage, or custom to the contrary notwithstanding." A Bill of Lading "shall be deemed and taken to be a document of title" (5th and 6th Vic., cap. 89, sec. 4). By common law, however, the seller of goods has a right of stoppage *in transitu* if the buyer has become bankrupt before the goods actually reach his possession, even though they should be landed at the Port of destination, but not delivered to the Consignee. If, however, the sale was a *bonâ fide* one for valuable consideration, or a Bill of Exchange was given, and the Bill of Lading was duly assigned to the purchaser, the Consignee would be entitled to indorse the Bill of Lading to a third party, and the latter's right could not be defeated by the Consignor. The indorsor of a Bill of Lading must have property in the goods, or otherwise he cannot transfer. Were this not so, a fraudulent buyer could indorse a Bill of Lading to a confederate and defeat the claims of the seller. Where several Bills of Lading are presented for the delivery of goods it is the duty of the Master of a ship to land and warehouse the same, or place them in the custody of parties subject to the lien for freight &c., and leave the applicants to make good their claims, and the Court would have to decide the question of proprietorship.]

CONTRACT TO DELIVER COAL.

SIR,—A Danish Merchant bought a quantity of gas coal in October last from an English house, as per following contract from the sellers:—"We confirm having sold you —— keels gas coal at —— per ton c.i.f. —— (Danish Port), less 2 per cent. discount for cash against receipt of Bill of Lading. The coals to be in —— (Danish Port) Harbour before the 1st of December this year (1876)." Part of the coals was shipped and received, but the balance of the contract was shipped on the 2nd of November by a vessel which has never since been heard of, and is presumed to be lost. The Danish Merchant resold the coal on the same conditions as bought, and his buyer makes a claim for non-delivery. On the Danish Merchant applying to the English Shippers for the coals, he is informed they (the English Shippers) plead indemnity from any liability according to the Marine Law of England. Are the English Shippers justified by the English Marine Law they quote in refusing to implement their engagement to deliver the coals, or do you consider them liable for damage for non-delivery, although the vessel has been lost, as there was no exemption mentioned in the contract?—Yours, &c., MERCHANTS.

Leith, Feb. 19, 1877.

[If a person contracts to deliver coal, he is bound to fulfil his engagement despite all adverse contingencies, unless he limits his liability by express stipulations. It would appear, however, that the sale of the coal, in the instance referred to, was made conditional against the receipt of Bills of Lading; and if the Bills of Lading were incorporated in the agreement, and indorsed to and received by the purchaser, he would be liable for the conditions stated therein under the Bills of Lading Act (18 and 19 Vic., cap. 111). If, therefore, the vendee took to the Bills of Lading, the vendor would be relieved from the performance of his contract by perils of the sea.]

COOPERAGE OF SUGAR CASKS.

SIR,—My ship is now at this Port discharging a cargo of syrup in puncheons and tierces, and, as some of the casks are coming out damaged (through stress of weather), the

BOTTOMRY.

receivers insist upon my providing a cooper to repair the same at the ship's side, alleging this to be the custom. My cargo has to be delivered in the terms of the Bills of Lading, as they make no reference to the Charter-party. In them there is nothing said about custom, and, besides, they stipulate that the ship shall be "not accountable for leakage, breakage, &c." Under these circumstances, should the cooper be provided by the ship or by the receivers? I enclose a copy of the Bill of Lading for your inspection?—Yours, &c.,

Leith, Jan. 22, 1877. A SHIPMASTER.

[The Bill of Lading contains the following paragraph:—"Not accountable for leakage, breakage, stain, or rust. Quality, quantity, weight, and contents unknown. Cargo to be received from alongside within reach of ship's tackle when notice given. Lighterage, if any, to be borne by the cargo." Under this agreement the Shipowner would not be liable for the cooperage of casks. No custom of a Port would make him so.]

RISK OF BOATS.

SIR,—You are familiar with the following clause in ordinary Bills of Lading, viz.:—"The act of God, Queen's enemies, fire, and all and every other dangers and accidents of the seas, rivers, and navigation, of whatever nature and kind soever, excepted." But I request your opinion on the legal and general bearing of the following addition, which now (in many Bills of Lading) precedes the word excepted, viz.:—"Risk of boats, so far as ships are liable thereto."

London, Feb. 26, 1876. J. H. S.

[Shipowners having to convey goods to or from the shore by boats, desire to protect themselves against losses from causes beyond their control. If goods are deposited at a warehouse on account of the ship, and such goods have to be taken off in a surf boat, which may capsize or take in water over all, the Shipowner acts wisely in endeavouring to protect himself against perils, the guarding against which is not within his control. A boat or barge may also be run down or meet with disaster. From all such dangers and accidents the Shipowner would be exempt under the clause given, but not from damages arising from his own neglect.]

ADVANCES TO MASTER.

SIR,—In the month of April last a schooner of mine loaded a cargo of pitwood in Ireland for the Bristol Channel, and the Captain received an amount on account of freight, which was omitted to be put in the Bill of Lading, to be retained, and the whole of the freight was paid on delivery of the cargo to the Captain, who has since left the vessel. Can the Consignees compel me to pay the amount to them?—Yours, &c., A SHIPOWNER.

Aberavon, July 5, 1876.

[Unless the holder of the Bill of Lading was empowered to pay the advance out of the freight, he would be bound to act upon the terms of the contract and pay the full freight. If the cash was advanced to the Master on account of the Owner, and was to be deducted from the freight on delivery, and the Master did not exceed his authority, the person who advanced the same would have a claim for its recovery on the Shipowner.]

BOTTOMRY.

BOTTOMRY BOND ON CARGO.

SIR,—The question has arisen on different occasions in Scotland as to the right of the holder of a Bottomry Bond over ship, freight, and cargo arriving in this country, to sell part of cargo to pay off the Bond when the two former were exhausted, and did not bring sufficient to meet the Bond. I should like your opinion on this point.—Yours, &c.,

A SUBSCRIBER OF TWENTY YEARS' STANDING.

Leith, Aug. 7, 1876.

[A ship sustained damage in leaving Pernambuco, and put back for repairs. A Bottomry Bond was given, and on arrival at Liverpool the ship and freight did not realise the amount expressed therein. It was held that the Bond was valid against the cargo for the difference.—(The "Lord Cochrane," Admiralty Court, June 21, 1844.) It was established in "Benson *v.* Duncan," Exchequer, Feb. 6, 1849; "Benson *v.* Chapman," and "Hallett *v.* Wigram," that where cargo has been taken to pay the balance of the Bottomry Bond after the ship and freight have been exhausted, the Shipowner was liable to indemnify the proprietor of the goods, less the proportion of General Average and particular charges. See also "Duncan *v.* Brown" (in error). Where the Master of a ship pledges the cargo in addition to the ship and freight, and the value of the ship and freight does not realise the amount of the Bond, it would follow that the extra expenditure was *prima facie* for the benefit of the cargo; and the sum taken out of the Bond in excess of the cargo's share in General Average might be readjusted in Average.]

BOTTOMRY AND COMMISSION ON CARGO.

SIR,—Is it justifiable for one who advances money in a Port of distress for a vessel's expenses, besides having the security of a Bottomry Bond and the presumptive benefit of a heavy premium, to also charge a percentage on the value of the cargo for agency and also a commission on disbursements?—Yours, &c., ASSURANCE.

London, Aug. 31, 1876.

[If a person performs three special services—1st, advances money on Bottomry; 2nd, transacts an agency business in connection with the ship and the cargo in loading and unloading; and 3rd, finds cash to pay disbursements—he would be entitled besides to interest on the Bond, Brokerage Commission if earned, and a percentage on moneys advanced.]

BOTTOMRY BOND AND LAY-DAYS.

SIR,—I arrived at this Port with a cargo of linseed from St. Petersburg, but through misfortune had to be assisted into Ronne, where the cargo was discharged and my vessel repaired. I had to take up money on a Bottomry Bond. On arrival I reported the ship at the Customs and gave the Consignees notice. By Charter I have six running days for discharge. I reported upon Friday, the 18th inst., so considered my Laying-days commenced on the Saturday. The Consignees gave security to the holder of the bond, but did not commence discharging until the 22nd, upon which day they say the delivering days commenced, alleging the vessel was not ready to deliver until the security, the bond, was upon ship and cargo. A FOREIGN CAPTAIN.

Lynn, Feb. 24, 1876.

[When the ship was reported ready for delivery, the Lay-days in this case would commence, and the cargo, having been carried to its destination, might have been warehoused at the end of the time expressed for the delivery of the goods by Charter or Bill of Lading.—(Section 67, par. 1, Merchant Shipping Act, 1862.) And although a Bottomry Bond may have been given on the cargo and ship, that would not be a sufficient excuse for detaining the vessel.]

AVERAGE AND UNSEAWORTHINESS.

SIR,—Several shippers of valuable goods chartered a vessel on the Tyne to load for a Port in the Baltic. The vessel loaded and put to sea, but, in consequence of unseaworthiness, had to put into an intermediate port for repairs. The cargo, which was insured for over 2,000*l.*, was discharged. The ship is valued at about 80*l.*, and to make her good would cost about 500*l.* The Surveyors report that she was unfit to carry this cargo at the commencement of the voyage. The cargo has got considerably damaged, and expenses have been

incurred on it. Can this vessel, in your opinion, reload the goods without the extensive repairs required? Have the goods to contribute to anything beyond General Average? There will be a Bottomry of 500*l.* on the ship, freight, and cargo. Suppose the vessel arrives at her destination, has the cargo to make good what is short after exhausting ship and freight? The vessel has got temporary repairs, but not sufficient, in the opinion of the Surveyors, to make her seaworthy. A MERCHANT.

Leith, March 22, 1876.

[If the vessel was unseaworthy at the time of sailing the Owner of the cargo could not be made liable for temporary repairs of the ship, nor could he be compelled to keep back his cargo in order to be forwarded by the vessel; nor would the Master be authorised to demand the shipment if the vessel continued unseaworthy. The Bottomry Bond might be enforced on the cargo after the ship and freight were exhausted, but the Shipper would have his remedy over against the Shipowner.—(See Leading Articles in *Shipping and Mercantile Gazette*, Feb. 16 and 22, 1874, and Dec. 28, 1875.)]

VESSELS STRANDED.

SIR,—P.M. advanced 5,000f. on a Bottomry Bond on the Adele Marie, her cargo of wheat, and freight, payable, with 400f. interest, 48 hours after safe arrival at Bordeaux. P.M. then indorsed over the Bond to us at the nominal sum of 5,400f., less 3 per cent discount. The vessel is wrecked (stranded) at Palais (Belle Isle), and the damaged cargo has been sold. What is our remedy? Shall we wait and see if the vessel is repaired and completes her voyage, or claim against the proceeds of the cargo and Salvage; or is P.M. liable to repay the money on his indorsement?

Stockton-on-Tees, March 30, 1876. J. B. & CO.

[The Owner of the Bottomry Bond may wait till the ship is repaired; but if a second Bond has been given to the repairer of the ship, or the Shipwright retains a lien on the vessel, the case will be complicated—(see Letter in *Maritime Notes and Queries*, page 191, Vol. I.; "Bottomry, Insurance, and Constructive Total Loss," at page 160, *Maritime Notes and Queries*, Vol. II.; and page 141, *Maritime Notes and Queries*, Vol. III.—and therefore the Bond should be enforced before repairing. The Bond would pass with all its equities; and as it was an insurable interest, the indorsee should have protected himself against loss. He cannot recover from the original lender on the Bond.]

BROKERAGE AND COMMISSION.

WIDOWS' CLAIM FOR COMMISSION.

A correspondent asks whether, in the event of a ship being lost with all hands, the widow of a Master is entitled to be paid the commission on the freight which, we presume, the Owner had agreed to pay. The question is not altogether free from doubt, but we are of opinion that, if the contract to allow the Master a commission can be proved, it would be recoverable in a Court of Law. We may state at the outset that the administratrix of a Shipmaster, who has lost his life at sea while in the service of the Shipowners, has a right to sue for wages earned and disbursements due to the deceased.—("WEBSTER *v.* DE TASTET;" "KING *v.* GLOVER," confirmed by "HAWKINS *v.* FURZELL," Queen's Bench, January 30, 1856.) It has also been decided that a Seaman has a charge on moneys receivable under a Policy of Insurance for freight, and that the same may be attached by the order of a Superior Court. When, however, we come to speak of freight, we are landed at once in a sea of difficulty. A vessel may be chartered for a lump sum, or the freight made payable before shipment, or at other times. If freight is made payable at the Shipping Port "one month after sailing, ship lost or not lost," and is not so paid, the Master has a lien for the freight—(The *Dumfriesshire, Shipping and Mercantile Gazette*, August 28, 1856); but if no mention is made of ship lost or not lost, the Shipowner would not have a lien for freight, if the latter was made payable at the loading Port.—("How *v.* KIRCHNER," J.C.P.C., December 16, 1857, and other cases.) If, therefore, commission were made payable conditionally on the freight being earned, it will be seen that it may or may not be recoverable in the event of the loss of a ship, and, as a rule, the carriage is not due until goods have been delivered. Again, it is a common practice for Charterers to make an advance on account of the freight, and this portion, being at the risk of the hirer of the ship, is not returnable even should the cargo fail to reach its destination. The moneys advanced on freight, though not earned, give the Charterer an insurable interest, and he covers his risk by a Policy, and charges the Shipowner with the premium. Is money prepaid for the conveyance of goods earned by the Shipowner if he is not in a condition, through perils of the sea, to fulfil his engagement? It may be said to be earned in the sense that the Shipowner has provisioned his vessel and incurred other expenses towards earning the advance; and if it is agreed that perils of the sea shall exonerate the Shipowner from becoming liable for the total loss of the goods, the freight should be governed by that exemption. Suppose, for example, a Shipowner undertook to convey a certain quantity of goods to a Port, and to be paid the freight thereon when the vessel reached her destination, and a commission was payable to the Master, would he have an insurable interest? Could he insure his commission? Might not an Underwriter say in defence, "I find the entire freight has been "covered in a Policy, and as that embraces the com- "mission due to you, I decline to pay, because, were "I to do so, I should do an injustice to insurers by "contravening the usage which does not admit of "parties recovering more than a full indemnity"? A Shipowner, however, is not compelled to insure his freight, and if he loses his vessel there is no remuneration due to him. From this point of view it may be urged that, if the Owner forfeits his freight, the commission should go with it. The agreement between the Shipowner and the Master in this last mentioned particular should be clearly defined, inasmuch as Brokerage under a Charter-party would be due; and as this is calculated in the earnings of the ship, the Agent's claim is not defeated by the loss of the vessel. If the Shipowner voluntarily takes upon himself the risk of loss on moneys paid on the chartering of his ship, why should he not incur the responsibility of paying a commission to the Master? Freight was considered to be the mother of wages; but as freight can be insured, the parent is never dead. In a case such as that put to us by our Correspondent, there are queries enough to occupy the Courts for a considerable period; but we incline to the opinion that, if a Master has not an insurable interest in the commission, he would secure a verdict in his favour. The Master has an insurable interest in the anticipated profits of the voyage, but no two

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persons can recover under Policies for the same consideration. It would be open to an Owner to tell the Master that the commission would be at his risk or otherwise, and a memorandum to this effect would serve to settle any dispute; but, in the absence of express stipulations, litigation may have to be resorted to. In January 1874 we reported a lawsuit in reference to Captain's commission—(*vide* "EVANS (administratrix) *v.* the Newport Dry Dock Company," Court of Exchequer)—which has a direct bearing on the issue before us. The Captain of a ship, by the resolution of the Dock Company, was to receive 2 per cent. commission "on gross freight earned." A letter was sent to the Master informing him that he would be paid "on the gross earnings." The ship foundered at sea, and the Master was drowned. At the trial, before Mr. Justice HONYMAN, at Gloucester, the jury found a verdict for the plaintiff. This was appealed against on the ground that the question was one for the decision of the Judge, and should not have been left to the jury, as it involved law and not facts. The Court of Exchequer, in discharging the rule, held that—"there was evidence that the contract "was for a salary computed on the gross freights, "whether earned or not, and not a contract to pay on "gross freight earned." Counsel applied for leave to appeal from this judgment, but the Court declined to grant permission to carry the case further. The Court considered that the question was a right one for the jury, and that the Judge had acted in strict conformity with law. That case turned partly upon the commission being paid out of the gross freight when earned. A great deal might be said on the distinction between the words "gross freight" and "gross "freight earned." If freight can be insured it is not at risk, and the only difference is that it is received from the Underwriter instead of from the Merchant. In another case of recovering commission it was stated that the costs of the plaintiff out of pocket exceeded the sum claimed. When the machinery of Superior Courts is set in motion to procure settlements of comparatively small amounts, and the taxed costs only are allowed, the victor is pecuniarily vanquished. It is of importance, therefore, in contracts with Masters, where the remuneration for services is to be divided between fixed wages and commission, that a definite understanding should be arrived at as to how and when the percentage is to be paid.—*June* 22, 1876.

ADDRESS COMMISSION.

SIR,—One of our ships lately discharged a cargo of coals at Pernambuco, and upon the Captain going to settle his freight he was surprised to find that the Consignee insisted upon deducting (in addition to the 2½ per cent. commission allowed by Coal Charter) a further commission of 2½ per cent. on the estimated freight the ship would make home under a Charter entered into by us in England, and altogether apart from the Coal Charter, and with entirely different parties. The Coal Charter contained a clause as follows:—"Ship to be addressed to Charterer's Agent at Port of discharge, paying 2½ per cent. commission;" and because the words "inwards only" were not added to this, the Consignee claimed the right of deducting the 2½ per cent. upon the homeward freight, with which he had nothing whatever to do. The Master did all in his power to get a settlement, but without avail, and eventually, to avoid detention, had to submit to this deduction from his freight under protest. Under the circumstances, can we claim upon the Charterer here for the amount thus stopped from the coal freight? We enclose a copy of the Charter for your perusal, which, you will observe, the Charterer signs as agent for the Freighter, but does not disclose his Principal, neither is a lien given on the cargo for freight. On the other hand, will the clause "Charterer's liability to cease on cargo being shipped and advance made" be a bar to our claim upon him?

Sunderland, Feb. 12, 1876. SUBSCRIBERS.

[There are two conditions in the Charter-party as to commission. Five per cent. was to be paid as follows:—One-third to a firm in London, and the remainder to the Owner and the Broker. The other stipulation is that the ship is to be addressed to the Charterer's Agents at the Port of discharge, who are to receive 2½ per cent. commission. They would not under that contract be entitled to more than 2½ per cent. whether they transacted the inward business only, or the outward in addition thereto. The Charterer would not be liable under the contract for acts done after sailing, and the Master should not have parted with the cargo without the payment of the freight.]

ADDRESS COMMISSION.

SIR,—If a ship is addressed to the Merchant's Agent at the Port of discharge, can he claim the Custom-house business if nothing is stipulated in the Charter respecting it? The Owners of the ship are Brokers in the same Port.—Yours, &c., ENQUIRER.

Swansea, Oct. 17, 1877.

[Where there is no contract to employ a Merchant's Agent, the Shipowner would not be bound to pay him a Commission or entering fee.—(See page 52 *Maritime Notes and Queries*, Vol. I., and page 176, Vol. III.)]

ADDRESS COMMISSION AND BROKERAGE.

SIR,—If a vessel laden with deals comes here from a foreign Port with Bills of Lading consigned to me, instead of "to order," can I charge 2 per cent. Address Commission beside the usual charge for Brokerage?

Lowestoft, March 10, 1876. AN INQUIRER.

[Our Correspondent would not be entitled to charge both an Address Commission for doing the ship's business and a Brokerage also for the same duty.]

MASTER SIGNING FOR ADDRESS COMMISSION.

SIR,—Does the following clause in a Charter-party, signed by a Captain, bind the Owners of the vessel; and, if not, is the Captain liable for the penalty?—"Ship to be addressed to Charterer's Agents at Port of discharge, paying them 2½ per cent. Address Commission, and to be reported at the Custom-house by them, or in default to pay a penalty of 100*l.*"—Yours, &c., A SHIPOWNER.

Liverpool, March 19, 1877.

[If the Master was authorised to enter into a Charter-party, the stipulation would be binding on the Owner; but if the agreement had already been entered into, and the Master was not empowered to make such a condition, his excess of authority would not make the Shipowner liable.]

PILOTAGE COMMISSION.

SIR,—A licensed deep-sea Pilot, who could not speak any foreign language, and who never was a Pilot of any foreign ships before, came to me and made a verbal agreement to allow me so much commission out of the deposit which the Captain left in my hands for every vessel which I procured for him to pilot in the three channels from a Port in Ireland. For every vessel which I have succeeded in procuring for him I have deducted, according to the above agreement, my commission, which he never objected to, although I have got him 20 or 30 vessels for the past few years. Several other Pilots allow me the same commission, and he has also allowed other foreign Brokers the same commission, and in some cases even more than what he has allowed me, which I can

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prove. Could he now demand back by law the commission which I have deducted during this time?

A FOREIGN SHIPBROKER.

Limerick, Sept. 4, 1877.

["A Foreign Shipbroker" would be as much entitled to a commission on the moneys received on account of the Pilot as Army, Navy, or other Agents would be who collect pay. It would be necessary, however, to prove the verbal agreement to the satisfaction of a Court if a claim is set up for the commission deducted.]

NO AGREEMENT FOR COMMISSION.

SIR,—A, a Broker, is informed by the Owners of a small steamer that she is for sale, and he (A) sends a couple of parties to inspect her, but before doing so he notifies to the Owners that his charge will be 5 per cent. commission. At length one of the parties entertains the purchase, and after a long correspondence, in which he gets the Owners to reduce their price, he urges the buyer to accept, which he ultimately does (inside the time the Owners required such reply), and wired the acceptance, subject to 5 per cent. brokerage to him. They say nothing whatever about the latter subject until the vessel is paid for and handed over to the buyer. When A calls for his commission he gets no satisfactory reply, and then instructs his solicitors to apply for it. After some correspondence they offer a lump sum, amounting to a fraction over 2½ per cent. A then instructs his solicitor, for peace sake, to accept 4 per cent. (without prejudice), which they refuse to pay. Is A not entitled to the whole amount, and can you refer him to any similar cases already tried in Court?—Yours, &c., SHIPBROKER.

Sept. 30, 1876.

[There was no agreement made on the part of the seller that he should pay a commission of 5 per cent. on the sale of the ship. The charge is an unusual one, but whether its acceptance by the Principal could be proved may, perhaps, be doubted. It is a principle laid down by Sir John Nichol, and confirmed by Dr. Lushington, that if a conversation takes place between two parties, and, in pursuance of that conversation, an act is allowed to be done which is in fact the commencement of the transaction itself—where this is proved, the party is bound by such agreement, the burden of proof lying with the party who sets up the agreement.—(The Graces, Admiralty Court, May 23, 1844.) It would have to be established that the seller consented to the terms of "Shipbroker."]

DIVIDED COMMISSION.

SIR,—A heard that B had a ship to sell, but, in reality, there was not one. B, a Shipbuilder, was open to a contract, and A wrote C, a daily correspondent, who knew B, and who obtained information, and at various times advised A. C accidentally met D in London three weeks after first communication from A, introduced this contract, and brought A and D together, no objection made by A, which resulted in an interview in London with B, D, and C, of nearly two hours' duration—a success so far. The copartners of D objected to and altered the dimensions of the proposed ship. D and C agreed that C, of London, should not interfere in the correspondence between A and B regarding the negotiation in hand, A and D residing at same place. This correspondence ceased, but, before its cessation, A had got a quotation from E, Shipbuilders, at about same price, and eventually contracted with E for the ship required by D. C having heard of the transaction, wrote A, and then wired him, "You say nothing of commission D E ship. Have you protected me in one-half per cent? I introduced D as in the market to you. I await reply explicitly." A replied by letters that C had no claim whatever to commission, either in law or equity.—Yours, &c., F. B. J.

London, Sept. 6, 1876.

[A hears of a Shipping contract, and advises C, who knew B, the Shipbuilder, and who introduces A to him. This led to negotiations between A, B, C, and D, but the business fell through. A then having still hold of D, the intended purchaser, finds another Shipbuilder, namely, E, with whom, on the part of D, he completes a contract. The question is as to whether C is entitled to share with A in the commission? The introduction of A to D, the client of C, led eventually to the conclusion of a contract to build. As between C and A, we are of opinion that C is entitled to a share in the commission.—(See *Maritime Notes and Queries*, Vol. I., pages 50 and 51; Vol. II., page 142; "Gibson v. Crick" and "Allan v. Sandius," Exchequer Chamber, April 26, 1862.)]

COMMISSION ON TIME CHARTER.

SIR,—We negotiated a Time Charter for three months, with the option of extending to six, according to enclosed copy. At the expiration of two months the parties thereto give us to understand that the Charter is cancelled by mutual consent. The Brokers, who receive the commission as per Charter, send us our proportion, but only upon two months' earnings; and we hold we are entitled to commission on the Charter as effected, viz. for three months, commission being "due on signment of Charter." Is there anything consequent on the Owner's residence in Scotland to prevent our recovering? SUBSCRIBERS.

West Hartlepool, Feb. 17, 1876.

[The Charter was for three months certain, the commission to be due on signing the agreement. The steamer was chartered at a fixed sum per month, and therefore the commission would be recoverable in Scotland, where the Owner resides.]

COMMISSION ON FIRST OR SECOND CHARTER.

SIR,—A vessel was chartered by a Broker in London to load at Smyrna for the United Kingdom, to call at Falmouth for orders, but the Broker has not been paid his commission. A cargo was not provided, nor was there a prospect of obtaining one within a reasonable time, and the Master and Shippers, without waiting for the expiration of the Lay-days, mutually agreed and cancelled the Charter-party. The vessel was afterwards chartered by a firm and loaded for the United Kingdom. Under those circumstances:—1st. Is the London Broker to be paid commission on the cancelled Charter. 2nd. If so, must it be on the calculated amount on the first Charter, or should it be on the amount of freight made on the re-Charter?—Yours, &c., BROKER.

St. Agnes, Dec. 26, 1876.

[The first Charter having been completed through our Correspondent, he is entitled to his Brokerage on the freight; but, as that Charter was cancelled, the amount of freight the ship would have earned has not been ascertained. The freight must therefore be estimated; and if the cargo and the rates were the same under the second Charter as on the first, the earnings under the second Charter would form a guide to determine the question.]

COMMISSION ON AVERAGE FREIGHT.

SIR,—The barque Nenuphar having been chartered from Portland (Oregon) to be consigned here inwards, only paying an Address Commission of 2½ per cent. on amount of this Charter, a dispute has arisen between us as to the meaning of this clause. We beg to enclose for your inspection copies of the correspondence that has passed between us, which shows clearly the point in dispute, together with a copy of the Charter-party. S. VAUGHAN & Co.

Liverpool, May 18, 1876. ROBT. RODGERS & Co.

[The Charter-party stipulates that the freight is to be paid at the rate of "4*l.* 15*s.* per ton of 2,240 lbs. gross weight delivered." The vessel was to be consigned to the Charterer's Agents at the Port of discharge in England, and 2½ per cent. Commission to be paid "on amount of this Charter." Until, therefore, the goods were delivered, the

gross amount of freight earned could not be made up, and, this being so, the Commission could not be ascertained. A certain portion of the cargo was jettisoned during the voyage, and the Agents claim Commission on the freight of the wheat which was not delivered, it having been thrown overboard to relieve the ship. The Commission would be due on the sum received as freight, on the weight or the quantity delivered, and the amount allowed in average for the cargo jettisoned.]

ARCHANGEL COMMISSION.

SIR,—I chartered my vessel, a Norwegian brig of about 80 standards, to proceed to Archangel, and there load a cargo of wood goods for this Port. The Charter-party does not contain the usual clause consigning ship on customary terms to Merchants at Archangel, and I paid no Address Commission there, though it was demanded, and, beyond advancing a sum of about 75*l.*, as per terms of Charter, the Merchant performed no services for me, and gave me a Bill of Lading bearing endorsement of such advance. The Receivers of my cargo here seek to make me pay 55 copecks per ton, say about 15*l.*, for the Address Commission, which I refused to pay at Archangel. Am I liable for the said Address Commission under the circumstances and by the Charter-party, which I enclose for your perusal? Commission is only due when the Merchant clears a ship, but in my case I did this myself.—Yours, &c., E. SIVERTSEN.

Bridgwater, Aug. 31, 1876.

[There is no stipulation in the Charter-party that the Consignee is to receive a Commission, and therefore he could not recover the same under the contract. It appears that by Art. 5 in the Merchants' Convention the Masters of ships, on loading, pay for clearance to their Consignees an Address Commission, of 1 rouble 10 copecks per last Russian measurement, independent of the lastage money charged by the Government and the town authorities. This charge must be paid before the ship can leave the Port.]

BUYER AND SELLER.

SIR,—Permit me, through your columns, to correct an error in the report in your impression of the 31st ult. of the hearing of the cause "Nance *v.* Banks," in the County Court. By the report you will see the defence was not that usually set up—the non-completion of the transaction—but, because of being first employed by the purchaser, the Judge held that I was not legally in a position to accept employment from the seller, and therefore entered a nonsuit. In virtue of the seller's promised reward, and in good faith, I did complete his every stipulation, and, as you will perceive, the purchaser would only give 25*l.* less than the seller's price. The seller then, to meet the purchaser, who, for his word's sake, would not appear to sell for less than the 1,050*l.*, commissioned me to make the offer on his (the seller's) behalf to refund the 25*l.* difference in a present of 20*l.* to the purchaser's daughter, and to pay me 5*l.* for my trouble, provided the purchaser would write a letter that same day engaging to pay his legal half share of existing debts on the ship to date. This the purchaser did, and by the same letter accepted the seller's offer, but subsequently (the result of an afterthought doubtless) the seller became the defaulter, and wrote to tell the purchaser that he would not transfer until the outstanding debts were actually paid. You will now realise the complete facts of the case. I put it to your extensive experience, feeling sure your reply will be much appreciated by the public as well as myself. For instance, A tells B to put before C A's conditions, and, if C accepts them, A engages to pay B 5*l.* B does all A bids him do. A in the interim, while B is actually doing his bidding, changes his mind; B, therefore, by English laws, cannot force A to pay the agreed amount. Is this so?—Yours, &c., WM. NANCE.

Hull, Aug. 10, 1876.

[An offer was made by a Shipowner to another person to sell a vessel. The intended buyer engaged our Correspondent to negotiate the purchase on his behalf. In a conversation with the seller the latter promised that, if a given sum was secured, he would make our Correspondent a present of 5*l.* The seller would not complete the transaction until the buyer had fulfilled his bargain of paying half the existing debts on the ship. The buyer, having by letter engaged to pay his share, could be compelled to complete the purchase, if in a position to do so. The Court held that the seller was not bound to pay the promised 5*l.*, as our Correspondent was not employed by him. The judgment is correct to a certain extent; for if the 5*l.* was part of the rebate of 25*l.* on the purchase money, it would belong to the Principal. An Agent of a purchaser is bound to refund to his employer any commission or discount received by him from the seller. The 5*l.* would be irrecoverable. The purchaser is the person our Correspondent would have to depend upon for his commission.]

COMMISSION "BEFORE SAILING."

SIR,—We chartered a vessel to sail from London to load at Granton, with the proviso that the vessel must sail at a certain time after chartering. The vessel sailed for the loading Port a month afterwards, but was detained rather long in consequence of the New Year holidays. The Owners threatened the Shippers with litigation, and the latter put themselves in communication with the Captain, who admitted not fulfilling his part of the Charter-party by not sailing within the prescribed time. The Shippers therefore immediately cancelled their agreement in order to avoid further responsibility for detention. Are we, as Brokers, entitled to our Commission? We enclose you the agreement for perusal.

Leith, Jan. 19, 1876. SHIPBROKERS.

[The vessel was chartered on the conditions that, if she did not sail within 24 hours, the Charterer was to have the right to cancel the contract; or the "party failing to the party observing" was to pay as penalty the amount of freight. The Brokerage was "due by the Captain or Owner on acceptance of this Charter, and payable before sailing." Under that agreement, we are of opinion that the Commission is claimable, and might be recovered at law.]

AGENTS' AUTHORITY AND UNSTAMPED CHARTER.

SIR,—A Charter was concluded by us with the Owners' authority, and signed by us for them as Agents, and by the Merchant, across a stamp as usual. We hold, in confirmation of our signature, a counterpart of the Charter, signed by the Owner only, and unstamped. Is the contract legally binding upon the Owner, and would it be received as a valid instrument in a Court of Law? The Charter has been fulfilled, but there is a dispute about the Brokerage.

London, Oct. 12, 1877. SUBSCRIBERS.

[If the Shipowner gave authority to a firm of Brokers to sign a Charter on his behalf, and this fact can be proved by the agreement, and also by the contract having been acted upon, the Commission would be recoverable. The Charter-party having been stamped, the order authorising its execution could be received in Court.—See page 1, *Maritime Notes and Queries*, Vol. I.]

AGENCY ON PURCHASE OF SHIP.

SIR,—Being in search of a vessel to buy, I communicated with many Agents, and my brother, a Shipmaster, informed me that a certain Shipbroker had informed him that a Shipowner (my neighbour) was selling his vessel. The said Agent was this Owner's Agent and Charterer. I wrote to the Owner to learn if such was the case, and the next day we met in the Agent's office, but came to no agreement. An hour or so afterwards I purchased the vessel in the street, and went to the Agent's office and wrote out an agreement, which the seller and buyer signed, and my brother and this Agent, on his return, signed as witnesses. As per agreement, I was to pay commission on the freight which I bought with the vessel, and I paid the same to the Agent. I informed

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the former Owner also that I had nothing to do with any other party in the transaction, but he alone. His answer was, "There is none required." The Bill of Sale and transfer were made out in the Custom-house, and the Agent now makes a claim against me for 5*l.* Commission. Is this a legal claim? Am I bound by law to pay such? He was paid by me for Brokerage and Commission on the cargo, and all he had to do in the matter was to sign as witness.

Ipswich, March 27, 1876. A SHIPMASTER.

[If the Broker was employed by our Correspondent to negotiate for the purchase of the ship, he would be entitled to his Commission; on the contrary, if the Broker was Agent to the seller, and acted as the representative of the vendor, he could not claim a Commission from the buyer unless there was an agreement to pay the same.]

BROKERAGE AT PORT OF DISCHARGE.

SIR,—Is the Broker through whom I chartered my vessel, or the Charterer, or anybody else, entitled to an Address Commission according to the copy of my original Charter, which I enclose for your perusal? When my vessel was discharged no such Commission was demanded, and I did not hear anything about it till now, which is more than two months since I left the Port of discharge.—Yours, &c.,

Oct. 6, 1876. A SHIPMASTER.

[The condition in the Charter-party is that a firm named therein is to report the ship if she returns to London, and their Agents are to perform the same service at the Port of discharge. This is an express stipulation, and if they were willing to undertake the work they would be entitled to the reporting fee; but as no reference to Address Commission is mentioned they could not recover that.]

BROKERAGE ON MONTHLY CHARTER.

SIR,—We lately chartered a steamer as per enclosed Charter. After she had been kept on for two months, we receiving our third Brokerage through the Owners' Broker, the Charterers wrote to the Owners direct and asked for a reduction of the hire, which proposition the Owners agreed to, and the boat continued to run, although another Charter was sent by the Owners and signed by the Charterers. On writing for our third month's Commission to the Brokers through whom we had received the first two months' Commission (our name not being in the Charter to receive Commission), we were told that this was another Charter, and that the Owners refused to pay any Commission, we having nothing to do with the Charter, and that no Broker was employed. The Broker to whom the Commission is due refuses to interfere in the matter. Can we recover our share of Brokerage, and sue the Broker whose name is in the Charter in a London Court, as both Broker and Owners live in Glasgow, and of course the Charter was first signed by the Owners in Scotland, but completed by the Charterers' signature in London? —Yours, &c., SUBSCRIBERS.

London, Oct. 3, 1876.

[It was agreed, we find in the copy of Charter-party forwarded to us, that the vessel should be hired for one month, and after the completion of that term the Charterers were to have the option of retaining her for a further period of three months. The alteration of the terms would not deprive the introducing Broker of his Commission.—(See the Elaine (s), "Brett *v.* Byrne," *Shipping and Mercantile Gazette*, Feb. 21, 1872.) Proceedings would have to be taken against the Broker in the Sheriff Court, Glasgow, for our Correspondent's share of the Commission.]

BROKERAGE ON TWO VOYAGES.

SIR,—We chartered a ship for a Port in the United States direct with the Owner. The vessel performed that voyage, and we again treated with the Owner for a second voyage. Under one pretext or another we were put off from day to day until we found out that the Owner had fixed the same ship with the same Merchants, and for the same voyage (for which we, as Brokers, fixed the vessel the previous voyage), for a second voyage. We hold ourselves entitled to share in the second Brokerage as well as the first, and, should you share this view, we will feel obliged if you can point out a precedent, as we should like to try the point in the County Court. SUBSCRIBERS.

Newcastle, Feb. 29, 1876.

[Commission would be due on the second transaction, as the hiring of the vessel flowed from the introduction of the parties.—(See "Pile *v.* Backhouse," Liverpool Assizes, Aug. 20, 1873; "Wilson *v.* Miers," Common Pleas, July 1860; "Olano *v.* Sullivan," Liverpool Court of Passage, Jan. 13, 1874; "Humphreys *v.* Pearsons," Court of Chancery, on appeal, Jan. 28, 1874; "Breslauer *v.* Hudson," Court of Queen's Bench, Feb. 19, and on appeal, April 16, 1874. See also letter, "Introducing Broker," page 142, *Maritime Notes and Queries*, Vol. I.; "Commission on Re-chartering," page 219; and "Commission by Introducing Broker," page 68, *Maritime Notes and Queries*, Vol. II., for further information.]

BROKERS' FEE.

SIR,—I arrived in Leith Roads some time ago with my vessel, having a cargo of grain for orders, and shortly after I had come to anchor, a Water Clerk came on board, offering on behalf of a firm of Shipbrokers in Leith, whom he represented, to look after the business of my vessel. After some conversation, I mentioned I might as well use his employers as anyone else, being a stranger to the Port, and at his request delivered up my folke liste (list of Crew) to him, so that he could get the letters for my ship from the Consul, and hand them over to me as soon as I came on shore. When I did come ashore, I was ordered by the Merchants to bring my ship into Leith, and, having by this time got some information regarding the parties above referred to, I considered it better to employ another Broker to look after my interests, and accordingly did so. Then the other parties who had my folke liste in their possession informed me that they would keep the same. As my vessel is now ready for sea, I have requested them to hand it over to me, but this they refuse to do before being paid 1*l.* 1*s.*, being the fee they would have charged had they done the ship's business. What I wish to know is, if they, under the circumstances, are entitled to this fee. To get back the folke liste and prevent my vessel being detained, I have paid the guinea; so, if I am not obliged to do so, be kind enough to say what steps I should take to recover the amount. I got order for Port of discharge through the Broker who did my vessel's business. A. JACOBSON.

Leith, June 15, 1876.

[The Brokers having been engaged to do the ship's business and taken steps towards the entry, the fee of one guinea could not be recovered from them.]

INTRODUCING BROKER.

SIR,—In my letter of the 22nd inst., answered in your issue of yesterday, I should have stated that the Owners refused to pay the Commission, stating that they asked me if I could take the ship for the whole cargo at 65*s.*, and that I said I could not; but this statement I deny. Supposing they did so, would it invalidate my claim? I have referred to Vols. I. and II. *Maritime Notes and Queries*, and, as there instructed, looked up "Burnet *v.* Bouch," which is, however, a case of very long standing. Can you give other and more recent decisions?—Yours, &c., SHIPBROKER.

Aug. 26, 1876.

[The following cases may assist our Correspondent:—"Hansen *v.* Tonnesen," April 1871; The Suez, "Breslauer *v.* Hudson," Queen's Bench, February 19, 1874; "May *v.* Laird," Liverpool Assizes, August 1870; The Dawn, January 1874; "Taylor *v.* Needham," March 1874; "Lamb *v.* Duthie," March 1874; The Earl of Dalhousie, April 1874; The Energy, May 1874; The Richmond, "Conondom *v.* Wood,"

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July 1874; "Hurtz v. Allan & Co.," October 1874; The Almatia, November 1874; "Collings v. the London and Yorkshire Steam Company," November 1874; and "Eccles v. Tamplin," December 1874. These cases are reported in the *Shipping and Mercantile Gazette* and *Mitchell's Maritime Register*.—(See also "Sale of First and Second Ship," Court of Session, Edinburgh, in *Mitchell's Maritime Register*, December 25, 1874, and some cases in 1875.)]

INTRODUCING BROKER.

SIR,—A, a Shipbroker, introduced a freight to B, a Ship broker (the Agent of a foreign Owner). B telegraphed the freight to his Owner, and, under the instructions received, negotiated with A for at least 10 days for the freight in question. A gave the name of his Principal to B, and the name of the steamer and Shipbroker (B) to his Merchant. B took umbrage at some act of A, and fixed the steamer through another Broker for the freight in question to the Merchant named to B by A. Can you cite any applicable legal decisions giving A a verdict for Commission under the circumstances named?—Yours, &c., SUBSCRIBERS.

London, Jan. 18, 1877.

[The introducing Broker, not being named in the Charter-party, could not sue the Principals for Commission under that contract, he being no party to it.—(See "Kynaston v. Nicholson," Court of Exchequer, June 5, 1877.) By the custom of Brokers the Commission is divided between them where business flows from the introduction, and our Correspondent could sue B.—(See cases quoted in *Shipping and Mercantile Gazette*, August 31, 1877.)]

INTERMEDIATE BROKER.

SIR,—We had a boat mentioned to us by A, a Broker, as being open for a time charter. We placed her before B and Co., Shipbrokers, who offered her to C and Co., requiring such a steamer on time, with option of purchase, and after much correspondence agreed to the Owner's terms, with delivery at a certain Port. This the Owner refused for some time to give, and when he did agree to give delivery at the Port required, C and Co., through B and Co., said that they had made other arrangements. B and Co. at the same time said that they would immediately inform us should C and Co. change their minds. About a month after we found that B and Co. had fixed the same boat with C and Co. through A. We did not during the negotiation tell A, through whom we were doing the Charter, but B and Co. knew from whom we received the boat, as we sent them a signed Charter, bearing Owner's, A's, and our names. When C and Co. were again in a position to treat for the boat, B and Co. did not write us as promised, neither did they protect our interests, but they told A, previous to their finally fixing the boat, that he was to protect our interests, as they had first had the steamer from us. A refused to do so on the ground that he had fixed the boat, for a short time, between the breaking off of the first negotiations and final fixing. Are we entitled to share in the Brokerage; if so, from whom should we claim it? B and Co. stipulated for a certain share at the commencement of the first negotiations, and we believe they get no more though we have not participated. The Owner was aware with whom (ourselves, not B and Co.,) A (his Broker) was doing the Charter in the first instance. BROKER.

May 10, 1876.

[A Broker No. 1 had a ship for Charter, and our Correspondent, Broker No. 2, introduced the business to Broker No. 3, whose client wanted such a vessel. The introduction led to the Charter of the vessel; and therefore, by the usage of trade, the Commission should be divided. The party to sue in the first instance would be A, if the Commission was received by him.]

SHIPBROKING.

SIR,—What is considered a moderate capital for a Shipbroker to start business with; and what are (say) two of the chief languages, beside English, used generally in conducting such a business?—Yours, &c.,

Liverpool, Feb. 20, 1877. CONSTANT READER.

[The amount required would depend upon the connections of the parties, the business done, and the time spent in getting up Agencies. The two chief foreign languages are considered to be German and French; but these would not be of much service in the Russian, Swedish, Norwegian, Brazilian, and certain other trades.]

SHIPBROKING BUSINESS.

SIR,—What book would give most particulars about Shipbroking, &c., the mode of conducting the business, and an explanation of all the terms connected therewith; and where will I be able to obtain it?—Yours, &c., SHIPBROKER.

Cardiff, Aug. 18, 1876.

[We know of no book that is especially dedicated to Shipbroking, or, if partially so, that is not obsolete, and it would be nearly impossible to instruct a person in the business by theoretical knowledge so gathered. Practice in an office is required to perfect an Agent in the duties. No student ought to be without all the Volumes of *Maritime Notes and Queries*.]

FRENCH BROKERAGE.

SIR,—1st. I have a vessel discharging at Havre from the West Indies on the following conditions:—A French vessel, from Hayti, broke down in the West Indies, and her cargo had to be discharged. My vessel was chartered by the Captain and his Agent to bring on the cargo. In the Charter it is stipulated—"The cargo to be consigned to Receivers of the cargo, and to be paid a fee of 20*l.* for doing the ship's business." On the vessel's arrival at Havre the Captain applied to the Consignees, who stated that they would not report the vessel, and the Captain then had to employ a Broker. The Consignees claimed the 20*l.* and refused to report the ship or pay a Broker for doing so. What means should I take to recover this Brokerage? 2nd. Is not the Owner of the ship whose Captain and Agent signed the Charter-party liable or responsible to see this contract carried out? I cannot think it possible that the Consignees of a cargo, as above stated, can repudiate such a contract.—Yours, &c.,

Shields, July 21, 1876. WEST INDIES.

[The Master of the ship would be the Agent of the Owner in this case; and as the Charter-party stipulated that the Receivers of the cargo were to transact the ship's business for a fixed sum of 20*l.*, the Owner of the French vessel would be liable to our Correspondent for any Commission paid beyond that amount. An appeal may be made to the Tribunal of Commerce at Havre.]

FRENCH BROKERAGE.

SIR,—We have read with great interest the valuable articles that have lately appeared in your Paper on the above subject; and while you make it clear that a Master can enter his own vessel, we should be glad to have your opinion whether, under the present French law, a Ship Agent who is not a Broker, but can speak French, can enter vessels at the French Custom-houses. Does the word "Trader" cover Merchants, Consignees, and Maritime Agents?—Yours, &c.,

London, March 17, 1877. SUBSCRIBERS.

[In our opinion the Consignee of a ship may enter her at a Custom-house if the vessel is consigned to him under Charter or Bill of Lading. A Trader is not necessarily a Maritime Agent. Brokers are not always Mercantile Traders.]

DOUBLE BROKERAGE.

SIR,—A Shipbroker offered me a freight, which I did not then accept, when another Shipbroker induced me to go with him to the Shippers of the cargo, and the following day I

chartered my vessel with the Broker who first offered me the freight. The second Broker now Claims full Commission, and has taken proceedings against me, as he alleges, on the ground that he introduced me to the Shippers. Can he legally do so? Neither of the Brokers has anything to do with my vessel for inwards business. SHIPMASTER.

Middlesborough, Oct. 18, 1877.

[The Commission would be due to both Brokers.]

CHARTERED FREIGHT.

SIR,—I have a vessel at the West Indies, and the Charter-party states the Brokerage is to be 5 per cent., and for non-fulfilment of Charter the damages are 1,800*l*. On the vessel being chartered the Br ker drew upon me for the 5 per cent. Commission based on the 1,800*l*. Now, I know that the vessel cannot carry the cargo to make 1,300*l*.; in fact it will be nearer 1,000*l*. Suppose I accept this draft, how can I recover it back? Suppose I refuse to accept it, labouring as I am under the impression that the vessel cannot carry the cargo, or until I have particulars from the Captain stating the quantity of cargo on board, what position does it place me in? By my refusing to accept the bill it will be protested as usual, and the holders of the bill will likely wait the ship's arrival. Can I then refuse to pay the bill if Commission is charged at more than on the freight the ship has on board? The Captain has signed the bill believing what the Broker told him would be the likely quantity of cargo the ship would hold. WEST INDIES.

Newcastle, May 19, 1876.

[When the vessel is chartered by the ton register, and the Commission is made (under the contract) payable on signing the agreement, it is customary to settle the same immediately or before the sailing of the ship. When, however, the Commission is made payable on goods delivered, that governs the contract in the absence of other special conditions. Lastly, when the Brokerage cannot be ascertained before the cargo is shipped, it is usual to wait until the vessel is loaded, and then, when it is known what the ship will earn, the Commission is settled. To pay a fixed sum on an undefined quantity is contrary to shipping practice. If the Master has exceeded his authority by drawing a bill on the Owner, without consent, for a sum in excess of that implied in the Charter-party, its acceptance might be refused, and the liability thrown personally on the Captain. We would advise waiting until the cargo is put on board, and then, if the quantity agrees with the percentage of Commission, the bill might be accepted.]

CHARTERED FREIGHT.

SIR,—Your reply in the *Shipping and Mercantile Gazette* of May 23 respecting the Commission does not appear so clear as it might be. The Broker draws upon me for full Commission (Brokerage 5 per cent.), which is based upon an assumed freight of 1,800*l*., and the draft is signed by the Captain. The vessel, from my knowledge, cannot make 1,100*l*. I refuse this draft, as I firmly believe that the sum exceeds what it should be. The draft will be protested. Suppose they (the holders of the bill) should demand it in full, with expenses, on the vessel's arrival, can I refuse to pay this draft, and offer the sum of 5 per cent. on the freight delivered, as the freight is so much per ton? Or, suppose I pay the draft, how can I recover the difference overpaid, as will then be proved by the quantity delivered, the party being resident abroad? Perhaps the draft may be demanded on ship's arrival. Can I protest myself, and compel the holder to wait the ship's discharge? It is quite evident the Master has either been compelled to sign this draft under pressure, or they have over-estimated the ship's probable earnings. WEST INDIA TRADE.

Newcastle, May 29, 1876.

[Without knowing the contents of a Charter-party it is impossible to give an answer other than *ex parte*; but we gather that the Brokerage on the Charter of the ship was to be 5 per cent. on, we presume, the freight. If the Charter-party fixes the freight at 1,800*l*. by estimate, and this is to be taken as the estimated amount of damages for breach of Charter, that amount might, possibly, be held to govern the rate of Commission. There is a question, however, as to the authority of the Master to enter into the contract; but if he has not exceeded his instructions, and has agreed that the freight for the purposes of Commission shall be taken to represent 1,800*l*., the draft could not be successfully disputed. On the other hand, if there was no agreement as to the amount of freight, and the Master exceeded his authority, the excess of Commission might be recoverable from the Broker. We are not told who was to share in the Commission.]

CHARTER NOT FULFILLED.

SIR,—Is the Broker entitled to his Chartering Commission on a clause which runs thus:—"5 per cent. is due upon this Charter" under the following circumstances:—A steamer is to be at her port of loading, and ready to receive her cargo on a certain day, or the Merchant to have the option of cancelling the Charter; she is not ready, and the Charter is cancelled. The steamer is rechartered at the Port of loading by a Broker there with the Captain for the same Merchant, and the usual Brokerage paid to that Broker. Is the steamer liable for both Brokerages? The steamer was delayed by what may be termed an act of necessity, viz. the towing of a partially wrecked vessel with a large number of passengers and crew on board.—Yours, &c., THE OWNER.

Newcastle, July 6, 1876.

[The ship was not prevented by perils of the sea from reaching the Port; but her detention arose through performing a salvage service. Commission would be due in respect of both transactions.]

VICE-CONSULS AND BROKERS.

SIR,—In the month of January last H.B.M. Vice-Consul at a Port in Spain entered into partnership with an established Shipbroker there. A few days later the Vice-Consulate office was removed to the Shipbroking office, where it now exists. The Vice-Consul makes every possible use of his official position to induce Captains to give him their business, to the prejudice of Merchants who do Shipbroking business. He receives letters as Vice-Consul, pending the arrival of the ships they are addressed to, and then, as Shipbroker, his clerks inform Captains that he has letters for them. He has been in the constant habit of charging fees to Ship Captains, in his capacity as Vice-Consul, without either signing as V.C., or affixing the Vice-Consular stamp, and a few days ago, rather than stamp a receipt, when requested to do so by a Captain, he made out an amended account, withdrawing the illegal charge; and I say illegal, because I presume that, had it not been so, he would have insisted upon collecting it. I have to-day seen an account signed by him in which he charges a Captain 12*s*. 6*d*. as (self-styled) official interpreter, for certifying that his Manifest was correctly translated. 1st. Is the post of salaried Vice-Consul compatible with the business of a Shipbroker? 2nd. If it be so, has the Vice-Consul any right to subordinate the dignity of his office to the interests of his business? 3rd. Should the Vice-Consular office and a Shipbroker's office be in the same room? 4th. To whom should a Captain, who believes himself aggrieved by his Broker, apply for redress, when the party against whom he applies is the Vice-Consul? 5th. How can I ascertain what fees (not being included in the printed tariff) the Vice-Consul is entitled to collect? 6th. If the Vice-Consul charges a fee for certifying to the correctness of a translation of a ship's Manifest, is he not liable for any fine inflicted by the Customs authorities on the alleged ground of the translation being incorrect?—Yours, &c.,

March 20, 1877. AN ENGLISH MERCHANT.

[1st. There are Vice-Consuls who combine Shipbroking with their official duties. The two should not, however, in

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our opinion, be held by one person. Vice-Consuls, when not paid a salary by the State, are allowed to trade in any business they please. 2nd. He could not be prevented from doing so unless by the intervention of the Foreign Office. 3rd. If a Vice-Consul is not paid for the hire of an office he must conduct the business in his own room. 4th. To the Secretary of State for Foreign Affairs. 5th. D. Frederico Jolly, of Huelva, in the "Digest of Spanish Customs Laws," publishes the Table of Consular Fees. 6th. If the Vice-Consul is paid for a duty which he does not properly perform the fee should be returned.]

LOST SHIP.

SIR,—If a ship goes out in ballast, and during the voyage springs a leak and sinks in the open sea, is the Owner liable to pay Commission to the Broker, as she has not reached her Port of loading?—Yours, &c., A SHIPMASTER.

Brahestad, March 5, 1877.

[If the ship sailed under a Charter negotiated by the Broker, the Brokerage would be due, and might be recovered whether the ship reached the loading Port or not. The Owner had considerable interest in the chartered freight.]

REPORTING FEE.

SIR,—We have a foreign cargo arrived, and by the Charter-party it is addressed to Charterers' Agents at Port of discharge, free of Commission. We, as Charterers' Agents, claim the right of reporting the ship at Customs, and charging the usual fee, while the Captain, who says he is instructed by his Owner, puts himself in the hands of a Shipbroker to effect the necessary report &c. Can we claim as a right the reporting fee from the ship?—Yours, &c., J. S.

July 5, 1876.

[If the ship and the cargo are addressed to the Charterers' Agents, free of Commission, the Agents in question would have no authority to charge any Commission, and the Master would, in our opinion, be at liberty to employ whom he pleased to report the ship.]

TRANSACTING SHIP'S BUSINESS.

SIR,—If a Charter-party stipulates that a fixed sum, say 10*l.*, is to be paid to the Consignees for doing ship's business, would the collection of freight be considered as a part of that business, or are the Consignees entitled to charge the customary sum of 2½ per cent. for collecting freight, as well as the 10*l.*?—Yours, &c., MERCATOR.

Barbadoes, June 19, 1876.

["Doing the ship's business" includes the collection of freight, and therefore the fixed sum would stand in the place of a Commission.]

SUCCESSIVE VOYAGES.

SIR,—I chartered a vessel here to load for a Merchant in Rochester (as per enclosed copy for your inspection), to whom the Captain or Owners of the vessel named had not had any previous introduction, and I re-chartered this vessel three consecutive voyages for the same party. But on the arrival of the vessel in the North, on the fourth voyage, the Captain chartered for the same Merchant through another Broker, and on the fifth voyage he chartered direct with the Merchant at Rochester (saving Commission). Am I entitled to the Commission on freight for the last two voyages?

Hartlepool, Oct. 30, 1877. SHIPBROKER.

[On the principle that the employment was continuous, and that the Charter of the ship flowed from the introduction of our Correspondent, a jury, in all probability, would allow the Commission on the two voyages mentioned.]

CARGOES.

COAL-WHIPPING.

SIR,—I chartered my vessel with a cargo of coals from Granton to Queenborough, to discharge at the Railway Wharf. On arrival, I found they had three men and a boy on board the jetty to raise the cargo from the ship's deck into the railway truck, a height of 25 feet. The Charter says—"cargo to be put on board and taken from alongside at Merchant's risk and expense." Am I or the Merchant bound to pay the second hoist?

W. HODGE, Master of Hero, Plymouth.

Queenborough, March 29, 1876.

[The Shipowner was bound to give delivery of the coal alongside, and, therefore, he would have to pay for the Whippers.]

COAL DISCHARGE.

SIR,—Our four vessels have arrived here, and the cargoes of coal on board go into the interior by rail, but the railway company don't keep us supplied with trucks. The consequence is that, allowing a keel per day for discharging, we will be some five to eight days on Demurrage. There were no Charter-parties and no clause in Bills of Lading referring to Lay-days or Demurrage. What is the legal discharge per day, and what Demurrage can we charge after the time expires; also, who is responsible to us—the Shipper, Consignees, or railway company?—Yours, &c.,

Aug. 21, 1876. FOUR SHIPMASTERS.

[There is no such phrase as legal quantity in discharge known. The output must be governed by the custom of the Port in the absence of Charter-party conditions and stipulations in Bills of Lading. On the Thames it has been held that not less than two keels per day should be discharged. Less than that would be contrary to custom in London and some other places, and this rate ought to hold good at the Port in question. The Charterer would be liable for all detention, but he might have his remedy over against the railway company.]

COAL WEIGHING BY DERRICK.

SIR,—I chartered a vessel hence to London, and according to the colliery weight the vessel had 367 tons of coals on board. I had at the rate of 49 tons per day to discharge my vessel in, and the Merchants kept the ship within 24 hours of her time, and then ordered her to the derrick, and she was discharged in 12 hours, and then it was said that the ship had delivered 25 tons short weight. Is it possible for them to weigh such a cargo out correctly in so small a time, to do justice to the ship?—Yours, &c., A SHIPOWNER.

West Hartlepool, March 1, 1877.

[The coal was weighed at the rate of rather more than 30½ tons per hour, or about 1 minute 58 seconds per ton. To enable the Meters to ascertain the quantities with accuracy, the machinery should be perfect. It may be possible to weigh coal with this rapidity, but when the time for shovelling into the boxes and hoisting by the hydraulic machine is deducted, we are of opinion that sufficient time would not be left to weigh with justice to all parties.]

HOURS OF LOADING AND STIFFENING COAL.

SIR,—A steamer is chartered to take a cargo of coal to a foreign Port. She is to be loaded in the customary manner, and in a given number of hours from the time she is ready, but Demurrage is not to accrue during the time the loading may be prevented by riot or commotion of pitmen, or any hands striking or stopping work, frosts, floods, or other occurrence beyond the control of the Freighter. By the Customs Act an entry outwards must be delivered to the principal Officer of Customs before any goods can be put on board a vessel bound to a foreign Port, except under a stiffening order previously obtained. The vessel comes into dock, ready to take her cargo on board, at ten o'clock at night, when all ordinary work is suspended, all hands having stopped work,

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and, of course, finds nobody to attend to her. Favour me with your opinion, as the case is a common and important one, on these two points, viz.:—1. As the dock machinery by which the coal is shipped is idle when she enters the dock, and she cannot, therefore, be laden in the customary manner until ordinary work time the next morning, would her loading hours begin to count before then? A special arrangement might, in some cases, be made for commencing the shipment of the cargo as soon as she entered the dock if it were known to a certainty when she would arrive, but the Owner will not guarantee that she will be in dock at any particular time, as the failure of the guarantee would involve loss resulting from men and machinery being uselessly kept waiting, and the Charterer is equally unwilling to make preparation for the contingency. 2. If the vessel has no stiffening order provided, and her arrival in Port cannot be reported till Custom-house hours the morning following her arrival, is the Charterer at liberty to put coal on board before the required entry outward at the Custom-house is made, and can the vessel be ready for her outward cargo, and would her loading hours run, till such order is obtained, or the vessel is entered outwards in the Custom-house in the ordinary manner?—Yours, &c., INQUIRER.

Newport (Mon.), Jan. 15, 1877.

[1. Under the agreement quoted it would be the duty of the Consignee to have the vessel telegraphed at the first signal station, or reported immediately on arrival within the Port; and as a stiffening order is obtainable, and there not having been any riot or stoppage of work from strikes or any similar cause, the delay attending on not commencing work would not absolve the Charterer from paying Demurrage on the running hours, commencing from the time the ship was declared ready and in berth. A stiffening order may be obtained without the formal entry outwards. 2. If the Charterer is to provide the stiffening order, and has not done so, the lay hours would run on; but if the fault rests with the Shipowner, the time would not commence to count till the Custom-house was open.]

METERAGE OF COAL.

SIR,—The Merchant wants to discharge my cargo of coals into lighters without weighing them. I will not allow him to do so without he agrees to pay me freight on about the quantity I think I have on board. He declares also that if I insist upon weighing the cargo I must find Meters. As I pay so much per ton for the delivery of my cargo, including City Dues, half weighing, and all other customary charges by screw steamer, I say that the Merchant ought to find Meters, and I have a right to have my cargo weighed out. Am I justified in taking the course I have?—Yours, &c.,

JOHN CHASE, Master of the Kingmoor (s).

Rochester, Feb. 7, 1877.

[The Charter-party states:—"The Owners paying lights, Pilotage, trimming, and the sum of 1*s.* 2*d.* and ⅜ of a penny in full of delivery, City Dues, and half weighing." It is not expressly stipulated that the cargo shall be weighed, but the reference to Meterage would imply such a condition. We are of opinion that the Meterage would have to be paid at the joint expense of the ship and the Merchant; and if there is no sworn Corporation Meter, the parties should agree as to the engagement of Meters. The Master can insist upon having the cargo weighed.]

SALE OF COALS C. F. I.

SIR,—A firm made a sale of coals on the following terms: "We beg to confirm having sold you 2,000 tons coal at 18*s.*, cost, freight, and insurance, Halifax (N.S.). Terms of payment net cash against Bill of Lading, Halifax." A question has arisen whether the firm has by this agreement the right to demand payment for the coals before they arrive and are prepared to deliver at Halifax. The firm drew through their bankers, on shipment of the coals, for the amount, at 18*s.* per ton, less freight, on demand, with the Bills of Lading attached. The Consignees declined to pay until the vessels were prepared to deliver at Halifax. Could the firm compel them to pay before arrival by the agreement? A. C. L.

London, Jan. 20, 1876.

[Under such an agreement the payment for the coals could not be demanded before the Bill of Lading was presented at Halifax and the cargo claimed by the purchaser.]

SECOND HOIST OF COALS.

SIR,—Is the Master of a ship obliged, after paying for the second hoist 25 feet above the deck, to hoist coal another six feet into trucks for the convenience of the Merchant; or can he land it on the jetty? DOUBTFUL.

Plymouth, April 25, 1876.

[In our opinion the hoisting of coal a second time at the Shipowner's expense is not contemplated by usage or by the ordinary terms of a Charter-party. If a Merchant wishes to have coal hoisted beyond the recognised lift of the whips, he should bear the extra expense.]

DRYING GRAIN CARGOES.

SIR,—A vessel having met with an accident, was towed into Port and beached. Part of the cargo (grain), which was considerably damaged, was transhipped into another vessel and sent to the Port of destination, arriving eight days afterwards. The grain was then totally destroyed; whereas, had it been dried at the Port into which the vessel was towed, it might have been worth considerably more. Are the Owners of the vessel liable for having taken on themselves to act in this way without consulting the Shippers or Consignees? SUBSCRIBERS.

March 7, 1876.

[It is the duty of the Master of a ship to take care of cargo entrusted to him for delivery, and cases of neglect have involved Shipowners in liabilities. In the case represented by "Subscribers" there may have been a constructive total loss of the grain. What constitutes a constructive total loss of wheat at an intermediate Port, in the event of the vessel being incapacitated by perils of the sea from proceeding on the voyage, would depend upon the propriety of carrying forward the cargo in its damaged condition. If the cost of drying, warehousing, and transhipping the grain, the Salvage upon it, and the extra freight of sending it forward to its destination, exceed the value of the grain on arrival, there is a constructive total loss.—(The Hebe, "Rosetto *v.* Gurney," Common Pleas, May 30, 1851; "Navone *v.* Haddon," Common Pleas, January 25, 1850.) Underwriters would be liable where sea-damaged corn is sold at an intermediate Port, although it could be dried and reshipped and taken forward as a merchantable article to its destination.—("Reiner *v.* Ringrose," Court of Exchequer on appeal, February 26, 1851.) With respect to a cargo of coal which was wetted, and the ship having to put back after sailing, it was held to be the duty of a Shipowner to have the cargo dried, reshipped, and carried to its destination. A dispute arose as to whether the Charterer or the Shipowner should pay the costs, and it was held that the Owner of the vessel was liable.—(See "Gibbs, Bright, & Co., *v.* Wood," Liverpool Assizes, before Baron Pollock, Aug. 22, 1874.) We might cite other cases to show that the duty of drying damaged cargo is cast upon the Master of a ship, subject, of course, to the conditions as to charges and the value of the goods when dried. A Shipowner may elect, on due notice, to send forward the cargo after drying in order to earn the freight, and, in that case, if the Bill of Lading holder takes to the goods short of their destination, the whole freight would be due. As a rule, the Master of a ship is bound to communicate with the Owners of the cargo, and if he does

CARGOES.

not do so, and forwards the grain in a wet condition, the Shipowner would be liable for the accruing damage.—(See pages 36, 37, 109, and 143, *Maritime Notes and Queries*, Vol. II.)]

GRAIN CARGOES AND ELEVATORS.

SIR,—Grain cargoes are loaded at Montreal by floating grain elevators, and most of them are owned by a combination. There is a very unjust rule in force at the Port of Montreal, by which a ship is not permitted to employ the elevator which will load her at the lowest rate. The question depends on the votes of the Owner of the grain and the Owner of the interior vessel, or the votes of their Agents. These parties, being mostly shareholders in the combination, of course vote to employ the combination elevator, and thus force the Shipowner to pay them double the price he need otherwise pay for loading the cargo. The rule is bad enough, but even when a vessel has the votes in her favour it does not follow that the Owner escapes the grasp of this combination, which, apparently, is allowed to carry matters with a pretty high hand. Regarding my experience, a vessel of which I am Manager loaded a cargo of grain at Montreal last autumn. In this instance the elevator combination had the votes, and the highest rates had to be paid for loading the grain; but another vessel of which I am also Manager, a few weeks later, on arrival at Montreal—both having been chartered on this side in October last—was brought alongside the ship, and the Master arranged with the Owner or Agent of the interior vessel to vote in favour of taking an elevator at half the combination rate. Having the majority of votes, they engaged one accordingly, but the owner of the grain, with perfect impunity and without any remonstrance by the Harbour Authorities, set the harbour rule aside by preventing the delivery of the grain being made; and, further, because the Master had presumed to assert his right to load cargo at the least cost and in accordance with the harbour rule, he detained the ship some three weeks (nearly all her Lay-days), and that at a very critical season and well into November, thus inflicting on me serious loss, for which I have no redress; and, further, he compelled the Master to employ the combination elevator, and worse still, to pay double the rate for it. The owner of the grain was the same person in both the above instances. As to towage.—Arriving from sea, on no account employ a tow further than to Quebec. When once there, a Master can easily get suited, and at much less than "the rates"; and even at Quebec, he should only engage to go up to Montreal, as when he wishes to come down he will find that he can do so much cheaper than if he had engaged at Quebec to do so. If he follows the above he will come out with a Towage bill at least 20 per cent. less than if he had done otherwise. Can I compel the Charterer on this side to refund me the difference paid for loading at Montreal?—Yours, &c., A SHIPOWNER.

Kilmarnock, April 2, 1877.

[If the Shipper of the grain did an act by which the loading was delayed, the party made liable under the terms of the Charter-party might be sued for compensation. On the other hand, if the Harbour Master did an illegal act, he could be made responsible.]

WEIGHING GRAIN CARGOES.

SIR,—Some of the Merchants at this Port (not all), on settlement of our freights, will not pay them unless we consent to a deduction of one halfpenny per ton for weighing grain cargoes, though our own Mates are ready and willing to perform the same labour. The cargo is sold to different parties. TWO FOREIGN SHIPMASTERS.

Londonderry, April 15, 1878.

[In the absence of copies of Charter-parties and Bills of Lading, we cannot understand what contract there may be between the parties as to delivery of grain; but there seems to be no ground for demanding payment for the services of a person sent on board the ship in the interests of the Merchant, to perform a duty which the Chief Officer could have done.]

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GRAIN CARGO.—LEAKY SHIP AND NO DUNNAGE.

SIR,—I arrived here a few days ago from Cork with oats. During the voyage the ship sprung a leak, damaging the cargo. I had no mats or dunnage. Am I liable for such damage to cargo, and to what extent?—Yours, &c.,

Newhaven, Oct. 17, 1876. A SHIPMASTER.

[If the leak was caused by perils of the sea, and not the unseaworthiness of the vessel, the Owner would not be liable for the damage to the cargo if the oats could not have been protected by ordinary dunnage.]

GRAIN BY WEIGHT AND MEASUREMENT.

SIR—We had a vessel at a Scotch Port lately with a cargo of grain in bulk from France. The Bills of Lading, signed without reserve, bore a certain number of hectolitres (measure), weighing a certain number of kilogrammes, and the freight was payable per ton of 15 hectolitres delivered. On discharging it was found that there were several tons measure in excess of the Bill of Lading quantity—quite a usual occurrence—but that there was at the same time a deficit of about ½ per cent. in weight. The Master, who alleges that excess in measure is calculated upon in chartering at a rate per measured ton delivered, rendered his freight account for the quantity of hectolitres delivered. The Receivers not only refused to pay the freight on the surplus, but insisted on deducting the value of the grain short delivered. The questions at issue then are:—1st. Is the Master not entitled to freight on quantity (measure) delivered, in terms of contract? 2nd. Is he responsible for deficit in weight, seeing that he has noted a protest and made a declaration to the effect that all the grain received on board was delivered?

March 8, 1876. SHIPBROKERS.

[The freight was to be paid on the ton of 15 hectolitres delivered, but the Bill of Lading states that the vessel took on board a certain number of hectolitres, weighing a given number of kilogrammes. Freight would be due on the quantity delivered, but it appears that the weight has not been delivered. We would advise the re-weighing of the cargo, for, if the grain was swollen, it would increase in bulk and not diminish in weight.—(See page 194, *Maritime Notes and Queries*, Vol. II.) Freight is not payable on extra quantity by the heating and swelling of the grain.—(See "Grain by Weight and Measure," page 31, and "Shrinkage of Wheat," page 162, *Maritime Notes and Queries*, Vol. I.) An action against the Bill of Lading holder for freight on quantity delivered, and for value of grain short delivered, would settle the question.]

VALONEA AND BARLEY.

SIR,—I solicit the favour of your opinion on the enclosed copy of my Charter. I cannot find any parallel case in *Maritime Notes and Queries*, Vol. III. I am informed by my Agents here that, according to the late Levant Company's rates, my freight will only come to 27*s.* 6*d.*, which I consider a very unfavourable proportion by the time we deduct 2*s.* 8*d.* per ton I paid for stowing and rolling the valonea. By Mr. Reed's "Shipmaster's Hand Book," I should think 4*s.* per 400 lbs. to the quarter would be equivalent to 32*s.* 6*d.* per ton with valonea. I may also state that my vessel has been chartered for 37*s.* 6*d.* by our Charterers.—Yours, &c., HENRY HUGHES,

Master of Atlanta, of Caernarvon.

Teignmouth, March 1, 1877.

[By the Charter-party the vessel was to be laden with "a full and complete cargo of barley or other lawful merchandise," and the freight was to be paid in cash at the rate of 4*s.* per 400 lbs. delivered of barley. No mention was made of imperial quarter or the Levant rates, but as the ship loaded at Smyrna the custom might govern the contract. By the Levant Company's rates, when barley pays 12*s.* per qr., valonea in bags pays 5*l.* per ton, and in bulk 4*l.* per ton.

By this proportionate scale, and calculating by thirds, valonea in bags would pay 33*s.* 4*d.* per ton, and in bulk 26*s.* 8*d.* According, however, to the Mediterranean and Black Sea Committee's estimate, the imperial quarter of barley should be taken at 360 lbs.—(See "Valonea and Currants," page 30, *Maritime Notes and Queries*, Vol. I.)]

WHEAT AND RYE CHARTER.

Sir,—We enclose for your inspection a copy of a Charter upon the terms of which one of our boats was chartered from Cronstadt. She discharged at Amsterdam a cargo of rye, the freight stipulated being 2*s.* 9*d.* per 496 lbs. wheat, other grain, &c., in proportion, as per the London and Baltic printed rates, and for rye per 480 lbs. At what rate are we entitled to be paid according to the Charter? The Receivers will only settle at 2*s.* 6*d.* per 480 lbs., and say the custom at Amsterdam is to settle at 7½ per cent. off 480 lbs. The 7½ per cent. would be fair enough if freight was payable per imperial quarter, but we do not think it is so when taken by weight. Do you consider that we could claim on the Charterers (in England) for the difference?

London, Sept. 18, 1878. SUBSCRIBERS.

[The ship was chartered to load a cargo of wheat or other grain, or seed, at 2*s.* 6*d.* for London or East Coast, 2*s.* 9*d.* Amsterdam, Rotterdam, or Dunkirk, and 3*s.* the rest of the Continent, at per 496 lbs. for wheat (other grain or seeds in proportion, according to the London Baltic printed rates), at 320 lbs. for oats, 400 lbs. for barley, 424 lbs. for linseed, and 480 lbs. for rye. The ship having been ordered to Amsterdam, the freight on rye would not be governed by the Baltic scale, as there is a specific contract to pay 2*s.* 9*d.* on every 480 lbs. of rye. The meaning of "other grain or seeds according to the Baltic rates" would refer to grain or seeds not distinctly enumerated. The custom of Amsterdam could not be successfully pleaded to set aside the written terms of a contract. If the Bills of Lading are at variance with the Charter-party, or the 3*d.* on every 480 lbs. is withheld, the Charterer would be liable for the difference.]

FLOUR CARGO.

Sir,—My vessel is chartered to take 1,000 sacks of flour from —— to ——, with a clause in the Charter "to load with all despatch." How many days can a Merchant claim for loading the flour, which has to come 80 miles by river in wherries, exclusive of rivers being frozen up?

Jan. 17, 1876. MASTER OF VESSEL.

[If the Charterer has not protected himself against detention from ice, that would have nothing to do with the Shipowner; but "all despatch" must mean with all reasonable expedition. We are of opinion that 1,000 sacks of flour ought to be shipped in not less than five clear working days.]

BARLEY BY WEIGHT OR MEASURE.

Sir,—In the fifth edition of "Stevens on Stowage," at page 207, I read a vessel loaded 667¼ kilos. of Ibrail (barley), and for settlement of freight as per Bill of Lading, this quantity was made to be equal to 1,897 imperial quarters. Do you think this correct? Ibrail kilos. are 232=100 according to all extant scale.—Yours, &c., Captain ESSEY WINT.

Newport, Feb. 14, 1877.

[The Mediterranean and Black Sea Committee's scale makes the following estimate:—Wheat (the standard), 100 qrs. average per imperial qr. 480 lbs., equal to 100 units; barley, 114·12 qrs. average per imperial quarter 360 lbs., equal to 85·59. From the Parliamentary papers on tariffs, we find that 100 kilos. are equal to 220·4 lbs. avoirdupois, which makes one kilogramme equal to 2·204 lbs. The weights of all kinds of grain differ according as they are shipped in a damp or dry state, and therefore, if barley is paid freight on its actual weight, a few quarters of a cargo must be weighed, and an approximate average made for settlement.—(See page 81, *Maritime Notes and Queries*, Vol. I.)]

OILCAKE.

Sir,—I arrived at this Port from New Orleans with a cargo of oilseed cake—say 800 tons d. w. How many tons a day should I discharge? as I have no specific days in my Charter-party for discharging, but only "to be discharged according to custom of the Port."—Yours, &c., CAPTAIN.

Leith, Jan. 15, 1877.

[Any custom of the Port to prevent a daily rate of discharge of not less than 60 tons would be unreasonable.]

OILCAKE CARGO.

Sir,—How many working days can a vessel be detained in Bristol to discharge 720 tons of oilcake, having in the Charter-party—"vessel to be discharged according to the custom of the Port of discharge"?—Yours, &c.,

March 30, 1877. SHIPMASTER.

[Less than 60 tons per day should give a claim for Demurrage for all working days beyond 12 spent in discharging. (See leading article in *Shipping and Mercantile Gazette*, Dec. 28, 1876.)]

OILCAKES.—CUSTOMARY DESPATCH.

Sir,—I arrived here with a cargo of linseed oilcakes in bags, with the following clause in the Charter-party:—"Customary despatch for discharging at Port of discharge." 1st. The cargo is about 340 tons. How long a time have the Consignees the right to keep the ship in discharging this? 2nd. Can I keep the cargo in the ship for Demurrage when there is stated in the Charter-party, "Captain having a lien on the cargo for freight, dead freight, and Demurrage"; and, besides, when it is stated in the Bill of Lading—"all other conditions as per Charter-party"?—Yours, &c.,

Bristol, July 22, 1876. A FOREIGN SHIPMASTER.

[1st. Not less than 60 tons per clear working day should be discharged. 2nd. The ship must not be made a warehouse of for retaining the lien on cargo. The oilcakes should be landed and warehoused.

OILCAKE.—DISCHARGING DAYS.

Sir,—My vessel, under the Norwegian flag, and with a full Crew on board, arrived at the Port of Bristol from New Orleans with a cargo of oilcake, "to be discharged according to the custom of the Port" (see Charter-party enclosed). The Merchants admit that 40 tons per day is a reasonable quantity for the discharge, which will give my vessel 15 days for the entire cargo. For the first 8 or 10 days scarcely any cargo was taken out, and on calling the attention of the Merchants to the slow delivery, they stated that they were prepared to take the cargo faster provided I could work two hatches. My crew were working the cargo, and could easily have discharged from 50 to 60 tons each day. I wish to know whether I am compelled to take extra help under such circumstances. I may add that the weather being very wet, the Merchants do not consider that they are bound to discharge on wet days. Am I obliged to wait until the fine weather returns?—Yours, &c.,

Bristol, Jan. 11, 1877. A NORWEGIAN SHIPMASTER.

[If the Crew could have given delivery at the rate of 60 tons per day at one hatch, or have placed for the reception of the Merchant the conceded reasonable quantity of 40 tons per diem, any increased expenses incurred to make up for the delays on the part of the Consignee should fall on him. Weather days count in the Lay-days when not specially excluded by agreement. (See pp. 82 and 90, *Maritime Notes and Queries*, Vol. II.)]

CARGOES.

BILBAO IRON ORE.

SIR,—What is the value of iron ore from Bilbao of the first quality?—Yours, &c., H.
Ramsgate, Jan. 8, 1877.

[Eight shillings per ton is a fair average price of the best ore when delivered in the River Nervion. The market, it is said, shows signs of improvement.]

IRON RAIL CARGO.

SIR,—I chartered my vessel to load 100 tons of old rails in turn. How many days must I lay, after the vessel is on turn, before I can claim Demurrage? The rails are put on board by a steam crane, and the ship could take in 70 tons per day if the rails were ready.—Yours, &c.,
HORROCKS, Master of the Amelia, of Goole.
Highbridge, March 29, 1877.

[The loading of the vessel would very much depend upon the custom of the Port. The cargo ought to be ready when the vessel is ready and berthed. If 70 tons can be loaded per working day, that should govern the despatch.]

IRON CARGO.

SIR,—I loaded a cargo of pig iron at a Yorkshire Port, but did not see it weighed. I loaded my vessel, and left about two tons of iron in a truck on the wharf. I had to sign Bills of Lading for 140 tons, the Merchant at the Port at the time giving me a note signed by him to the effect that if there should be any claim for short weight he would allow for the iron left in the truck. He now denies having the truck, but I have witnesses to prove that the truck laden with the iron was on the wharf when the vessel left. Short weight is claimed for. What is the best course for me to adopt?
March 2, 1876. SHIPMASTER.

[If the ship took on board 138 tons of iron, and the Master signed for 140, the Bill of Lading holder would be wronged, if the latter purchased 140 tons. If all the iron put on board was delivered, the Master would have a claim on the Shipper for the deficiency; but he would be accountable to the Bill of Lading holder for the weight expressed in that instrument. —(See Letter "Pig Iron, Sand, and Rust," page 5, and "Short Delivery," page 59, *Maritime Notes and Queries*, Vol. I.)]

NITRATE OF SODA.

SIR,—How many tons per day is considered the custom of the Port of Gloucester for discharging phosphate? We think it is 50 tons per day.—Yours, &c., ONE INTERESTED.
Swansea, Feb. 23, 1877.

[There is no established custom at the Port of Gloucester relating to phosphate cargoes, and not less than 60 tons should be discharged daily.]

NITRATE CARGOES.

SIR,—We have two vessels which have been several days on Demurrage by counting 60 tons per working day as the proper quantity, if the case of the Helen Burns is to rule as to that daily delivery. Is there any rule why a ship should not be discharged at even 80 to 100 tons per day, or as fast as she can put it out, there being no custom of the Port against it in the Tyne? The Customs authorities some days ago gave the Captains notice that the 14 days, exclusive of Sundays and holidays, allowed by them for the discharge of the ships have expired, and that they, the Captains, will be held liable for all expenses afterwards incurred by keeping the Officers on board, &c. Does not this prove the "custom of the Port"?—Yours, &c.,
Newcastle, Dec. 18. CONSTANT SUBSCRIBERS.

[The quantity to be delivered per diem depends—1st, upon the terms of the agreement; 2nd, in the absence of any stipulation as to output, upon the indisputable custom of the Port; and 3rd, where no usage exists, upon reasonable despatch. At a Port like that of Newcastle, where facilities exist for the discharge of cargo, less than 60 tons per day would be unreasonable, and there is no rule to restrict the delivery to any number of tons. The Custom-house allows 14 days for the discharge of a cargo, after which the Owner must pay for the detention of the Officers.]

CARGOES.

PHOSPHATE CARGO.

SIR,—Referring to "Shipowner's" inquiry, in your issue of the 10th inst., respecting the custom of the Port of London for the discharge of phosphate cargoes, I do not understand from your answer if 35 tons per day is the customary rate of discharge at this Port on such cargo. Phosphate has not been brought here many years, and the usual discharge is 50 tons per day, or, in other words, that is the quantity one gang of men can discharge on an average per diem. Does not the custom of this Port on all cargoes compel the Consignee to supply a vessel with lighters or other means to keep one gang of Stevedores at work at one hatch discharging the whole working day, irrespective of the number of tons put out?—Yours, &c., INQUIRER.
London, Oct. 12, 1876.

[We referred to a former letter, in which it was stated, in reply to a question on the same subject, that there was no established usage in London with respect to the daily discharge of phosphate cargoes; but as 35 tons had been stipulated for in Charters, not less than that weight should be delivered per diem. It is possible to discharge an entire cargo in one day, and it was stated in one case that 60 tons could be discharged. We are of opinion that as much as can be taken by one hatch should be delivered within the working day, and lightered or carted.]

RAILWAY BARS.

SIR,—What does ordinary railway iron consist of, say for a steamer chartered to load ordinary rails hence to Genoa? Where the word "ordinary" is specially expressed in the Charter, what maximum length is implied?—Yours, &c.,
Antwerp, March 22, 1877. JOHN P. BEST & CO.

[The ordinary length is 15 feet.]

PETROLEUM CARGOES.—HOURS FOR DISCHARGING.

SIR,—How many hours per day (after deducting meal hours) are allowed at the Port of London during the winter months for the discharge of petroleum residuum imported by sailing ships from the United States of America, and the average number of barrels discharged per day in such cases where the Charter-party stipulates "customary despatch for discharging cargo at port of discharge"? Please state also the practice relative thereto in existence at the other leading Ports in the United Kingdom where such goods are imported. STEVENSON, RESSICH & CO.
Leith, Dec. 29, 1875.

[Petroleum is in the class of "Free Goods," and the regular Custom-house hours for discharging such goods at all places in the United Kingdom are from 8 A.M. to 4 P.M. in the winter months, and from 6 A.M. to 6 P.M. in the summer. About 280 barrels are discharged in London daily from ships having cargoes of petroleum. The practices relative to discharge as to places and conditions have to be regulated by the Explosive Act, 1875, and all "Regulations" issued at the different Ports must be advertised in the *Shipping and Mercantile Gazette.*]

CARGOES.

PETROLEUM CARGO.—CUSTOM OF PORT.

SIR,—I arrived at this Port with a cargo of petroleum, consisting of 2,617 barrels, which would be about 430 tons. As my cargo is the third that has been imported here direct from America, may I ask what is the general custom in the United Kingdom for discharging such cargoes? How many barrels or tons per day, and how many days would be legally fair and right to have my vessel discharged in?—Yours, &c.,

LUCIEN B. KEEN, Master,
Three-masted U.S. Schooner Hannah M'Loon.

Galway, September 22, 1876.

[The discharge of three cargoes only in a Port would not be sufficient to constitute an established custom. Thirty-five tons per day is the rate contracted for at some Ports, but the quantity discharged would depend upon the place where the vessel has to give delivery, and the regulations under the Explosives Act, 1875.]

SUGAR CARGOES.—PORT OF LONDON.

SIR,—How many tons per day ought a Merchant to receive if the cargo consists of sugar in bags; and how many tons, if in casks of about 12 cwts. each, per working day when the following clause is in Charter:—"To discharge as fast as the custom of the Port of London allows"?—Yours, &c.,

London, Aug. 15, 1876. AN INQUIRER.

[There is no settled custom in the Port of London as to what quantity of sugar a ship should discharge, or a Merchant receive, daily. The quantity discharged per day varies from 50 tons to 300 tons, and, in exceptional cases, 500 or 600 tons have been discharged daily. The custom of the Port "allows" an entire cargo to be discharged in one day, however large, if desired.

TARE OF SUGAR CARGOES.

SIR,—What is the fair and proper tare on sugar in bags? A vessel has just discharged at an Outport a cargo from Brazil, and on the settlement of freight the Consignees deduct lbs. per bag for tare. The Captain has brought with him six empty bags of the original package, and these average (new) 1 lb. a piece. Which of these should be taken as the tare for the whole cargo? The difference is a matter of four tons to the ship for freight.—Yours, &c., JERSEY.

May 19, 1877.

[There are three kinds of tare—namely, 1st, tare; 2nd, subtare; 3rd, super-tare. Tare No. 1 is ascertained by taking all the bags, or boxes, or strings, and weighing them; subtare is by gauge or sample; and super-tare takes into consideration the extra weight caused by sweating and dampness. There is no standard of percentages. We are of opinion that an allowance should be made to the Shipowner for the increased weight of bags when caused by the saturation of the sugar.]

TARE AND DRAFT OF SUGAR.

SIR,—Under a Charter for sugar from Havana, which stipulates that freight is payable at so much per ton on the net weight delivered, in arriving at the net weight should allowances of tare and draft be deducted, or the former, viz. tare, only?—Yours, &c., SUBSCRIBER.

Liverpool, May 12, 1877.

[Where freight is payable on the net weight of the sugar delivered, the tare alone, and not the draft, should be deducted. The Custom-house authorities abolished the allowance for draft some years ago; but, as between Merchants, there is a system of the kind in force by which generally one per cent. is struck off. This, however, has no relation to Charter-parties.]

CARGOES.

COTTON CARGO.

SIR,—How many tons of Bombay cotton, at 50 cubic feet, will a wooden ship of 1,000 tons register load?—Yours, &c.

Bergen, Sept. 23, 1876. G.

[The stiffness or otherwise of the vessel, and her age and saturation of timber, must be taken into account; but from 3½ to 3¾ bales per ton register, according to the quantity of ballast required.]

CLAY WETTED AND FREIGHT.

SIR,—I left Charlestown with a cargo of china clay for Weston Point, and during the passage I encountered a very severe gale, and was obliged to put into Cardiff for repairs, as I had lost sails, bulwarks, stanchions, and tarpaulins off the hatches. On opening the hatches I found that the cargo was very much damaged right through, and that the clay had absorbed so much water that I should not be able to go to sea again without discharging part of the cargo, as the vessel was so deep. I therefore, after noting protest, discharged about 15 tons, and the vessel had then more weight in than when she left Charlestown. I then proceeded to Weston Point (in the Mersey) and arrived all safe. 1st. Can the Consignees stop any of my freight to pay for the carriage of the clay to this Port, left at Cardiff, as it was left there for the safety of both ship and cargo? 2nd. Can I demand freight on the quantity delivered?—Yours, &c.,

Weston Point, March 23, 1877. A SHIPMASTER.

[1st. If the freight is made payable on the delivery of the clay, no freight can be claimed for the 15 tons discharged to lighten the vessel; and if the freight was insured, and a portion lost by the perils of the sea, the Underwriters would be liable under the Policy. The Consignees could not lawfully deduct the value of the short delivered cargo from the freight. 2nd. Freight can be claimed on the quantity delivered, but not for extra weight if the clay is saturated with water.]

LOGWOOD CARGO.—CUSTOM OF PORT.

SIR,—A vessel of ours arrived at Falmouth, and was ordered to Goole, by some London Merchants, to discharge. She was chartered at St. Thomas; the Clause in Charter-party to discharge as customary. She was loaded with logwood. Is there any custom at Goole for discharging logwood? If so, how many tons per day? The Railway Company took delivery, and forwarded the logwood inland. Freight was paid by the London Merchants. From whom are we to claim Demurrage?—Yours, &c.,

Port Talbot, Feb. 27, 1877. D. JENKINS & SONS.

[There is no invariable and long-established custom existing at Goole for the discharge of logwood. Unless the Bill of Lading makes the Receiver of cargo liable to pay Demurrage by reciting the conditions of the Charter-party, the Charterer would be liable.]

ESPARTO GRASS.

SIR,—In your issue of the 20th inst., replying to "Inquirers," you say:—"Brossa and alfa are of the family of the rush or grass species 'Stipa tenacissima,' but would not be considered as hydraulic-pressed esparto fibre within the contemplation of the Charter-party." Alfa is the French name for esparto, and all grass shipped from Oran is called by that name. In contracts made in this country it is called Oran esparto, to distinguish it from Spanish. The brossa is the same quality of alfa, but, owing to its being pulled off the outside of bundles to make what is called handpicked alfa, it becomes entangled, and is picked up by armfuls and placed in the presses, instead of being carefully squared and tied up in sheaves before doing so. This is sold as alfa of an inferior quality at a less price, and is not capable of being reduced into such compact bales as the better quality, although it is subjected to the same pressure in the hydraulic presses, owing to its natural springiness. This, however, does not prevent its being called esparto fibre, or alfa, in hydraulic-pressed

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bales, and the case has been tried two or three times before the Tribunal in Oran, the decision being that it was alfa in hydraulic-pressed bales within the meaning of the Charter-party.—Yours, &c., ORANAIS.

Cardiff, Jan. 24, 1877.

[Our Correspondent should have named the cases in which it has been established in Courts of Law that esparto grass hydraulic pressed means the strippings, and not the fibre itself. Alfa is the French for a grass that grows by the side of water in Africa, and has much the appearance of a kind of seaweed. The right esparto of Spain differs from alfa. Alfabego is the sweet basil in Spanish. Broza, in Spanish, is the remains of, or withered, leaves.]

FLOUR.—DELIVERY OF WRONG MARKS.

SIR,—At a foreign Port a Bill of Lading was granted for 80 sacks of flour, marked "P. D.," besides which, however, each sack was stamped with a quality number, there being stated in Bill of Lading "10 of No. 2, 60 of No. 3, and 10 of No. 4." When landed there were only eight bags of No. 2, while there were 62 bags of No. 3, and the Consignees claim for the difference in value on two bags, the No. 2 being the finest quality of flour. As is usual, the Bill of Lading states —"Quality, value, &c., unknown," and I have refused to pay the claim. The whole affair is small; but it is the principle involved which Consignees as well as myself are desirous of having, once for all, decided, seeing that similar disputes frequently occur.—Yours, &c., SHIPPING AGENT.

Oct. 25, 1876.

[The Shipper, it is evident, made a mistake in sending eight sacks of No. 2 instead of 10 sacks, and 62 of No. 3 instead of 60. The exact number of sacks received were duly delivered, and unless it could be proved that other sacks were taken on board and the wrong marks were delivered to other parties, the Bill of Lading would not be binding, and the Shipowner would not be liable.—(See page 59, *Maritime Notes and Queries*, Vol. I., and leading article in *Shipping and Mercantile Gazette*, June 8, 1876.)]

BONE AND ASH CARGO.

SIR,—I arrived in this Port from Montevideo after having called at Falmouth, and am discharging my cargo of bone and bone ash four miles from Londonderry, where there are no proper quays, moorings, or berth; but I am charged Harbour Dues the same as ships discharging at the Londonderry quays, and which, consequently, have the benefit of all conveniences. My Charter contains the clause of discharging my cargo according to custom. What time are the Receivers of cargo entitled to take? My ship has about 378 tons of cargo altogether, and I have now been here for 19 days.

H. B. LENDBERG, Master.

Londonderry, Oct. 15, 1877.

[If the vessel, for the convenience of the Merchant, is discharged at a distance of several miles from the usual place of unloading, that would not justify the Receiver in detaining the ship an unreasonable time; and, in our opinion, not less than 60 tons should be put out daily. This would allow seven working days.—(See the Claudine—"Fowler *v.* Knoop," Queen's Bench, July 27, 1877.)]

SLATE CARGO.

SIR,—I chartered my vessel with a Broker at Portmadoc, through the Merchant at Limerick, to load a cargo of slates for Cork. No specified time was stipulated for in loading, only by the rule of the Port. I commenced loading on the 1st Feb., took in 87 tons 10 cwt. up to the height parties told me when I agreed. Cargo was all down except a few tons, which I was told I should have to wait a day or two for, but they have enough slates to finish of the sort we want. I have been waiting for three days for the 20 tons to complete the cargo. The average time they take to load a vessel of our size (that is, 108 tons) is two or three days. What recompense

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can I ask for the detention of the vessel, or who can I sue for it? The Merchant at Limerick will not take the sort of slates they offer him at Portmadoc. I am waiting his convenience.—Yours, &c., SHIPMASTER.

Portmadoc, Feb. 10, 1877.

[The person who chartered the vessel is liable for the detention in loading, and he should be communicated with. If no more cargo is forthcoming, the vessel may sail with what she has got on board, and a claim might then be made for dead freight.]

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UNSEAWORTHY SHIP.

In the ordinary form of a Charter-party there is a stipulation that the ship named therein, "being tight, "staunch, and strong, and in every way fitted for the "voyage," shall proceed to a given Port, Dock, or Harbour, there load a cargo and convey it to the place agreed upon. This leaves nothing to implication, for there is a specific contract that the ship, at the time of entering into the agreement, is seaworthy, and reasonably fit to carry the cargo. If a vessel is in dock repairing, and is to be placed at the command of the hirer on a given day, the conditions are varied. There are contracts for a voyage, and also for time. With respect to the latter, the Court of Appeal has been called upon to decide whether, in the event of a ship being stopped by the Board of Trade, a Charterer can throw up his contract. On the 5th of June 1876, the Lord Chief Justice, Mr. Justice MELLOR, and Mr. Justice LUSH, in the case of the *Conquest*—"TULLY *v.* HOWLING"—decided unanimously in favour of the Charterer. The Lord Chief Justice said the case was perfectly clear, for time was of the essence of the contract, and when possession of the vessel was to be given up by the Owner to the hirer, the Board of Trade had ordered her detention. On the 15th of November the decision of the Queen's Bench was appealed against, and the Court, after hearing the arguments of counsel, took time for consideration. On the 22nd of January Lord Justice MELLISH delivered the judgment of the Court of Appeal, and observed:—"We think that, as in a "Charter-party for a specified voyage, it is of the "essence of the contract that the Charterer shall "have the ship for the stipulated voyage, and, if he "could not have it for that voyage, he would not be "bound to take it for a different voyage; so, if the "Charter-party is for a stipulated period of time, "the Charterer is not bound to take it for a shorter "time, or a substantially less and different time, but "that, if he cannot obtain the vessel for the specified "time, he may throw it up. It is a general rule of "law that a party who seeks to take advantage of a "contract must be ready to perform it, and he "cannot force the other party to accept a substan-"tially different contract." The order for repairs was served upon the Owner on the 7th of May, and the vessel was not ready for use until the 17th of June. Notice was given to the Charterer that the ship was ready to load on the 8th of April, but the Charterer had no cargo to put on board then. Had he loaded the vessel in April, and she had sailed, the survey might possibly not have taken place. The *Conquest* was a vessel of 187 tons, and taken up for twelve months. The Charterer, it should be here explained, having to pay for time in Port and at sea,

could keep the ship waiting for cargo, and therefore Demurrage did not form any part of the contention. The counsel on behalf of the Shipowner endeavoured to draw a distinction as regards a ship which was alleged to be seaworthy on the day when the contract took effect, and could have been sent to sea then, but which was not deemed seaworthy by the Board of Trade Surveyor a month afterwards. It was admitted that, if the ship was not ready on the day agreed upon, the Charterer could elect to avoid the agreement. On this point it was sought to prove that the whole object of the Charter had not been frustrated, for the hirer could have had her at his command for ten months, and, as it was a mercantile contract, delay and deficiency could be compensated for in money. The Court, however, placed the hiring on a footing with a landlord telling a person who has taken a house to be occupied, say in April, that he could not have possession till June. Sir BALIOL BRETT said:—"Suppose the surveyor had reported "—as perhaps he might—that the vessel could safely "go one short voyage, but not more, could the "Charterer throw it up? for if the (Queen's Bench) "judgment is right, he could." Lord Justice MELLISH and the Lord Chief Baron expressed their opinion that the Charterer was entitled to a ship able to work for a year, subject to perils and accidents of the sea. The Shipowner, remarked Lord Justice MELLISH, was not ready or able to deliver his ship at the time appointed, for the law prevented it. The law, said his Lordship, declares that, if the ship is found unfit for sea, it shall not sail; and when the Surveyor reported the ship as "unfit to go to sea "without serious danger to human life," the Shipowner was estopped from sending it out of port. "Then [said Sir BALIOL BRETT] the law has altered "the contracts of parties." The Court of Appeal having affirmed the judgment of the Queen's Bench, the law may now be taken as established; for although the cause could be again litigated by an appeal to the House of Lords, the expression of eight Judges is not likely to be set aside. The only divergence among the Judges was shadowed forth in an utterance by Sir BALIOL BRETT, to the effect that the jury might have agreed "that the vessel was not fit "for the purpose for which it was chartered," and not upon the ground that on such a Charter there was a warranty of seaworthiness as to time. That would, however, have been a verdict for the Charterer, and is only another way of arriving at the same conclusion. If the Charterer was absolved from fulfilling his agreement, it matters very little whether time was of the essence of the contract or the vessel was unfit, for in either case the issue would be the same. This trial demonstrates, as Sir BALIOL BRETT pointed out, that the stoppage of a vessel by a Board of Trade Surveyor may alter the contract between parties. For instance, the hull of a vessel may be sound, and there would be nothing to prevent her loading for sea; but if there is anything wrong in the rigging, spars, sails, chain cables, or equipment, an order for detention may be served, and the Charterer may plead the stoppage as a lawful excuse for not going on with the loading. It will be sufficient evidence of fact if a Charterer can produce proof of detention by the Board of Trade. The Courts will not look beyond the orders to ascertain the relative degree of unseaworthiness.—*Feb.* 5, 1877.

DEADWEIGHT TONNAGE.

The ton of capacity and the ton of register received ample discussion during the dispute respecting the charges on vessels passing through the Suez Canal; but the subject is far from being exhausted. One case occupied the Law Courts, and turned upon what was implied in a building contract when it was agreed that a certain sum should be paid for the building of a vessel of a given number of tons register. The ton of register is understood to be the net tonnage after an allowance for Crew space and engine-room. The gross register tonnage includes all the space under deck, and also the permanent structures above deck. There is a difference of about 30 per cent. between the gross and the net registered tonnage of steamships, and therefore, as regards contract price, there is a great difference in the work to be done by the Builder on the one hand, or the payment to be made by the purchaser on the other. The old system of Builders' measurement on which agreements were based has become nearly obsolete, for the equitable principle of measurement inaugurated under the Merchant Shipping Act, 1854, has provided a more correct standard. The rule in force now is to take the registered tonnage; and it would appear that what Builders mean by this is the gross register, inclusive of Crew or engine-room space. So simple a matter of contract has, however, given cause for litigation, and in one instance the contention arose on the point as to whether a cabin erected on the upper deck, and not forming part of the ship's essential structure, and occupied by the Crew, was or was not intended to be included in the bargain. The Shipowner insisted that, though the internal space of the cabin had been measured and its cubical contents added to the gross tonnage, the tonnage so ascertained was deducted. These actions have shown how necessary it is to arrive at a proper understanding in the specifications for building a ship, and the payments under the agreement. The proceedings in Courts of Law have revealed the fact that a difference of opinion has existed as to the right interpretation of stipulations relating to tonnage. There would appear, likewise, to be room for doubt as to what is comprised under a guarantee describing a ship's deadweight capacity or burthen. Vessels are sold under a warranty to carry so many tons of deadweight, and this has proved exceedingly misleading to the buyers. The Builder gives the length, breadth, and depth of a ship, and her burthen; but in the case of sailing ships this includes the weight of her chains, anchors, stores, provision, water, rigging, masts, yards, sails, and spare spars; and in addition thereto, in the capacity of a steamer, the weight of machinery, boilers, and coals are included. Where a vessel is sold under a warranty that she may load to a marked line, and take on board a certain number of tons inclusive of everything in her, there should be no mistake; but when cargo alone is mentioned, and nothing is said about the draught of a ship, her equipment, or coals, there is a margin for a difference of opinion. In Charter-parties disputes are of common occurrence as to what a vessel may load, or what she may safely carry, and be seaworthy. The number of feet in the holds of ships is known by the particulars given by the measurers for registration, and it is easy to determine how many tons of goods, cubing forty feet, may be stowed therein. Stowage, however, is not

the only criterion to judge by. The gross capacity of the space in which the cargo is stowed is not a safe guide to a vessel's deadweight burthen. Contention also arises as to what is comprised in measurement and deadweight goods, and the difference in quantities under a Charter to carry mixed cargoes. For instance, if a ship is chartered to load, say 500 tons, how is this to be interpreted? A dispute of this kind was taken before a County Court Judge lately, and the intention of the parties could not be defined from the evidence submitted, and therefore it was referred to arbitration. A ship that could carry 500 tons of deadweight might not be able to stow the like quantity in cork or light goods. On the 25th of February last the Lord Chief Justice had a case before him, in the Court of Queen's Bench, which exemplified in a remarkable degree the vagueness of Charter-parties with reference to the meaning to be placed on a clause which read thus:—"Charterer guarantees "the boat to earn a gross minimum freight of "25,000f., and Owners guarantee the boat to be able "to carry 800 tons of deadweight." The chartered steamer arrived at Havre, for Constantinople, and the Consignee put on board 665 tons of general merchandise. The Shipowner pleaded that his vessel was capable of carrying 800 tons of deadweight, whereas only the quantity mentioned was shipped, and he claimed damages for breach of charter, for Demurrage, and for the charges incurred by the Master for labourers bringing the cargo to the ship, the Consignee having failed to place the cargo alongside. The jury gave a verdict for the plaintiff, but the point as to whether the 25,000f. was to be the maximum freight for a full and complete cargo, or the minimum for a short cargo, was reserved to the defendant to move upon.—("SHADDICK and METCALFE.") According to the statements of the Charterer, the steamer had 130 tons of coals on board for her own use, and the guarantee did not exclude that weight from the deadweight capacity. To this the Owner rejoined that the vessel could safely stow and carry 800 tons in addition to the fuel. There was another contention as to the proper quantity of coals a steamer under charter should be at liberty to carry. A vessel might load more deadweight cargo on a short than a long voyage, for the coal consumed would make a considerable difference in the gross weights carried. It was said that a vessel chartered to Holland would be at liberty to take coal enough for the voyage, but not sufficient to feed the furnaces on a second charter from a Dutch to a Russian Port. The comparative seaworthiness of a ship is largely influenced by the weight she has on board, and it therefore becomes indispensable to define more accurately than is at present done the distinctions in gross, net, deadweight, and capacity in tonnage. Contracts of affreightment are sometimes so loosely drawn as to be completely deceptive. The stipulations in them have a double meaning, which each party tries to take advantage of, under the impression that their construction is the true one. The phraseology of persons connected with Shipping finds a place in Charters, but, when tested in Court, they show that waterside vernacular is not suited to express intelligible stipulations that have to be acted upon.

CARGO IN EXCESS OF CHARTER.

SIR,—My vessel loaded in the Tyne for a Brazilian Port. The Charter has a clause—"Vessel not to take more than 520 tons," and Consignee to have the option of taking the coal either at intake or output weight. By her draught of water at loading we were quite certain she had 550 tons on board, and this was the cause of the enclosed protest. The Master wished to express on the Bill of Lading, "signed under protest," but was not allowed, and was threatened with proceedings for the delay of the cargo. Has the Master the right to demand and get what he turns out? Can he compel the Consignee of the cargo to weigh out at Outport so as to get correct quantity?—Yours, &c., J. X. L.

Kilmarnock, Feb. 28, 1877.

[The ship was chartered to load a full and complete cargo of coal not exceeding 520 tons. The full capacity of the ship was therefore taken to be 520 tons. The quantity put on board is said to have been 522 tons with two chaldrons for the ship's use. The Charterer broke his contract by shipping more than the stipulated cargo, and if the ship had been pronounced unseaworthy in consequence, he might have been made liable to the Shipowner. The Consignee, however, on the arrival of the ship, has the option of taking the coal either at the intake or output weight; and if he exercises his right to pay freight on the intake quantity, and the Master insists on verifying the intake weight, the cost of metage and expenses of weighing would fall on the Shipowner; but the Master could charge, in such case, freight on the excess of intake quantity.]

CHARTERED VESSEL SOLD.—VOYAGE NOT COMPLETED.

SIR,—A Merchant of our town chartered through a sworn Shipowner two British vessels, one in the month of May, and the second in November 1874. The words in the Charters run as follows:—"The vessels to proceed to Swansea or Cardiff and there load a cargo of coals for Charente, and there load (after having discharged the inward cargo) a cargo of brandies &c., and therewith proceed to Melbourne and Sydney." The Master of the first vessel, on arrival in Melbourne, found instructions from the Owner to sell the vessel, which was ultimately done, and the cargo forwarded to Sydney by the Master. The second vessel was chartered precisely on the same conditions as the former; but before the vessel sailed from Charente, the Owner offered, through the Broker, to abandon 100*l.* out of the freight if the Charterer would allow him to tranship the Sydney goods from Melbourne, as he intended to sell this vessel there also. This proposal the Charterer refused, as the success of his line depended on the goods being imported into Sydney by the original vessel. In spite of the Charterer's formal refusal, the Master received similar instructions from his Owner to the first. The vessel did not go to Sydney, and the goods were forwarded from Melbourne. The deviation from the engagement taken by the Charterer with the Shippers, to carry their goods from Charente to Sydney, viâ Melbourne, in the same vessel, was fatal to the line. 1. Was the Owner justified in committing this breach in the Charter-party? 2. Could the Charterer recover, in a Court of Law in England, for loss sustained? 3. How to proceed? A SUBSCRIBER.

Charente, Feb. 28, 1876.

[As the vessels were British, and the Owner is domiciled in England, the Charterer might enter an action against the Owner, in London, for breach of contract. If losses could be proved in consequence of the vessels transhipping their cargoes at Melbourne for Sydney and not conveying the goods direct, as per agreement, damages would be recoverable.]

CHARTER FOR ARRIVAL.

SIR,—My ship was chartered to load at a Port in the West Indies. A time clause in the Charter gave the Merchant the option of cancelling. The ship left England on the 13th of

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February, and arrived on the 31st March, the day after that stipulated by Charter. The Merchant was not able to load the ship, and, in fact, never had been able to do so; therefore, even had the ship arrived in time, she could not have been loaded. Advantage was taken of the time clause, and ship refused. I sent the Merchant a written protest against it, and also noted a protest. I may add that ship left England in ballast to fulfil this Charter, but was detained at the commencement of the passage by strong contrary gales, although never put back for refuge. Was the Merchant justified in refusing my ship? I enclose a copy of Charter for your perusal. SHIPMASTER.

Belfast, June 17, 1876.

[The Charter was absolute, and gave the Merchant the option of confirming or cancelling the contract if the vessel did not arrive on or before a given day. The ship did not arrive within time, and therefore the Merchant would be entitled to exercise his right of rejection.]

CHARTERED QUANTITY OF CARGO.

SIR,—I signed a Charter in London (a copy of which I enclose for your inspection) to take 300 barrels of petroleum, and fill up the remaining space with whiting. I urged the Charterer to send a man to see the cargo stowed; but he said he could not do so, and I therefore had to use my own discretion. I stowed the barrels in the middle of the ship (employing a Stevedore to do it), thinking I should have room aft and forward for the whiting, and also for two other reasons. 1st. That, it being a dangerous cargo, it should be kept from the bulkheads. 2nd. That it should be discharged first at the Port of destination; but the petroleum being bulky it filled the after space before I could get the 300 barrels under hatches. I could not take any more than 15 tons of whiting down the fore hatch before the vessel was below her sailing trim, although space was left for about seven tons more. On arrival at Plymouth on the 22nd the Consignee came on board and saw the space left, and said I had not brought enough whiting. The cargo was discharged, and freight paid as per Charter, but soon after a summons was sent on board for me to appear at the County Court, Stonehouse, on the 19th of April, on a claim for 7*l.* 10*s.*, for loss of 15 tons whiting, at 10*s.* per ton. 1st. Has the Consignee any claim on me under the above circumstances? 2nd. Am I bound to appear here, 19th, to answer the summons, it being a great inconvenience to me, as I cannot charter the ship far away from here? 3rd. Was I justified in using my own discretion in stowing the cargo, the ship being chartered by the lump sum? 4th. Who is to bear the expense of my travelling, as most probably I shall be a long distance from here at that time? 5th. Should I require the Mate as witness?

Plymouth, March 30, 1876. A SHIPMASTER.

[1st. The Charter-party was entered into in London by a Merchant, and the Master undertook to load 300 barrels of petroleum, and fill up with whiting. The Bill of Lading certifies that "300 barrels of petroleum, and about 15 tons of whiting as per Charter-party," were shipped, and that document bears the Master's signature. The Merchant to whom the cargo was consigned has no right of action under the contract, for he is only entitled to the quantities stated in the Bills of Lading. There was no stipulation in the Charter-party that the ship should take any specific quantity of whiting, but that she should "load a full and complete cargo." The Master had no right to fill the ship's hold if thereby he made the vessel unseaworthy. If, however, any representation was made that the ship could safely carry as much cargo as her holds could stow, the Charterer, and not the Consignee, would have his remedy for breach of Charter. 2nd. If no appearance is made to the action, judgment would go by default. 3rd. The Master would be justified in using his own discretion as to the stowage of his ship's cargo. 4th. The party who loses the cause pays all charges. 5th. If the Mate could give evidence of loading a complete cargo he might be required.]

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CHARTERING CLERK.

SIR,—Is there any book published that would give me an idea as to the duties of a Chartering Clerk, and that would help me in that capacity? SHIPBROKER'S CLERK.

Newport, Oct. 5, 1877.

[There is no work published that we are aware of that describes the duties of a Chartering Clerk and instructs him in the business. A great amount of varied information of a practical character, relating to Charters, will be found in Vols. I., II., and III., *Maritime Notes and Queries.*]

CHARTER OF PURCHASED SHIP.

SIR,—We bought a vessel which had been on shore, and is now in dry dock undergoing heavy repairs. The outward cargo of coal was disposed of at a Port close to the place where the ship grounded, but the homeward Charter-party is not yet completed. Are we, as purchasers, bound to carry the homeward Charter through? SHIPOWNERS.

Newcastle, June 13, 1876.

[The purchaser of a ship cannot be compelled to carry out any contract entered into by her late Owner, unless he stipulates to do so.]

CANCELLED CHARTER.

SIR,—I chartered a steamer two years since, to be delivered in Wales about the 25th January, and afterwards wrote to the Owner declining to take the boat. He replied that he insisted on my carrying out my agreement or paying him a fixed sum. Whilst we were debating on the sum to be paid the boat arrived in the North, and, instead of being sent to Wales to be put at my disposal, was cleared from Newcastle for the Continent on the very day fixed for her delivery in Wales. Several days after the Owner cancelled my Charter by mutual consent, I knowing nothing of the preceding circumstance. As I have another claim against the Owner, is he legally entitled to the money I paid him; and, if not, what steps should I take to recover it.—Yours, &c.,

Nantes, Jan. 29, 1877. A. F.

[The Charterer having intimated that he did not intend to fulfil his agreement, the Shipowner would be at liberty to re-charter his vessel; and if a sum of money was paid as compensation for the breach of agreement, that amount could not be recovered.]

CLEAR HOLD UNDER CHARTER.

SIR,—We are loading a vessel of 100 tons register for a lump sum, and the Charter-party states—"Vessel to have a clear hold." The ship is now half loaded, and the Owner is going to put in a tank of about two tons measurement for ship's use. Is he entitled to do this, and can we deduct freight for the space taken up?—Yours, &c.,

London, Sept. 7, 1876. CONSTANT READER.

[The Charterer would be entitled to a proportionate deduction from the lump sum for the measurement space taken up by the tank out of the "clear hold."]

CARGO SLINGS IN CHARTERED SHIP.

SIR,—Who ought to pay for the upholding of cargo slings and derrick chains used in the loading and discharging of a vessel running on Time Charter, Government form? Should it be the Owners of the vessel or the Charterers?—Yours, &c.,

Feb. 10, 1877. MARINER.

[If the slings and derrick belong to the Shipowner, and are hired by the Charterer, the Shipowner would have to keep them in order, unless it is stipulated that the Charterer is to keep the ship and her equipments in repair during the hiring.]

CHARTERER AND SUPPLY OF FUEL.

SIR,—A steamer under Time Charter in the Home Trade, having been detained weather-bound in Port, left for sea, and

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after 12 hours' steaming, put back to the same place for more fuel. Who is chargeable with delay—the Charterer or the Owner? No logbook was kept, but merely a few notes by the Captain, and no bunker-coal account or logbook was kept by the Engineers. The Charter-party stipulates—"Ship responsible for deficiency of stores, but fuel is supplied by Charterer."—Yours, &c., W.

King's Lynn, Sept. 21, 1876.

[The Charterer was bound to furnish the ship with fuel sufficient for the voyage, and he is liable under his contract for not doing so; but, on the other hand, there was negligence on the part of the servants of the Shipowner in not seeing that the coals were supplied. This contributory negligence might bar the claim for damages on account of the ship's detention.]

GOVERNMENT CHARTER.

SIR,—I have at present a steamer placed on Time Charter under a Government form, and running between two Ports twice a week. On each occasion on entering harbour she requires a man and boat to take her lines to the quay. Who should pay for these boats on a Government form of Charter, the Owner or the Charterer? The Government form of Charter, as you are aware, states that all coal, Port charges, and Pilotage, have to be paid by Charterers. Would the charges for these boats come under the term "Port charges"?—Yours, &c., W. B. T.

Dundee, July 11, 1876.

[The service of the boat and use of the hawser were required in the management and navigation of the ship, and are not a Port charge in contemplation of the Charter.]

AGENTS AS CHARTERERS.

SIR,—A ship is chartered for a foreign Port, and the Charter-party signed by a firm in the United Kingdom as Agents for the Consignees of the cargo abroad. In discharging at the foreign Port the ship gets on Demurrage, and ultimately the Captain, not to detain his vessel, settles with the Consignees for the Demurrage, receiving only trifling compensation for his detention. Is it competent for the Owners to sue the Agent here for the balance of Demurrage, or will the Captain's receipt bar any further action as to the claim?—Yours, &c., A READER.

Oct. 4, 1876.

[The Shipowners in this case, by accepting the terms of the Principal and settling with him in a foreign Port, would, in our opinion, relieve the Agent who acted as Charterer in the United Kingdom from all further liabilities.—(See a leading article on "Agents and Charterers" in the *Shipping and Mercantile Gazette*, Sept. 28, 1876.)]

OPEN CONDITIONS AS PER CHARTER-PARTY.

SIR,—A ship was chartered by A B, who sent her cargo to C for sale, and the Captain had a lien on cargo for freight and Demurrage. A B, who loaded the cargo, endorsed the Bill of Lading over to C, and the Bill of Lading contains the clause—"he or they paying freight for the same and other conditions as per Charter-party." Who, in that case, would be liable for Demurrage? The word Demurrage does not appear on the Bill of Lading. Could C be sued, or only the Charterer, A B? THE CHARTERER.

Liverpool, Oct 11, 1877.

[The Bills of Lading stating that the Receiver of the cargo was to pay the freight "and other conditions as per Charter-party," those other conditions, involving a liability to make payments, would include Demurrage, and therefore the Bill of Lading holder would be liable; but if he fails to pay the Demurrage, and the cargo has been parted with, the Charterer might be sued.]

CHARTER-PARTIES.

GRAIN CHARTERS.

SIR,—Referring to an article which appeared in your issue of the 8rd inst., and to certain correspondence from your "Subscribers," permit me to offer a few remarks upon the terms of the Charter-party to which you refer, and upon the reading of which there appears to be such diversity of opinion. I believe it has been the custom in the Baltic Trade, for some years past, to ignore the imperial quarter entirely for the purposes of freight, and to compute each quarter of grain at so many lbs. weight. Thus, for instance, a quarter of Russian wheat is computed at 496 lbs., rye 480 lbs., linseed 424 lbs., barley 400 lbs., and oats 320 lbs. This standard of weight in no way interferes with the different rates of freight proportioned by the London and Baltic printed scale; and if the ship's freight is fixed at a given rate for a certain grain, and other descriptions, if shipped to pay in proportion, according to the London and Baltic printed rates, the money is computed precisely in the same way as if you were dealing with an imperial quarter, the only difference being that it is agreed between Merchant and Shipowner that a quarter of wheat shall weigh 496 lbs., a quarter of rye 480 lbs., a quarter of linseed 424 lbs. and so on, instead of the quarter being computed as per imperial quarter measure. Your "Subscribers" say they took rye to Amsterdam. According to their charter the rate for Amsterdam is specified at 2*s.* 9*d.* per quarter for wheat. I take it, therefore, that the Merchants will have to pay for the rye 2*s.* 6·525*d.*, or 7½ per cent. less than the wheat, according to the London and Baltic rates, for every 480 lbs., that being the weight of rye which is to constitute a quarter according to Charter. From Sweden, America, and other countries, the weight of the quarter slightly differs; but I need not go into that matter, as it is irrelevant to the point at issue. J. B.

London, Oct. 9, 1877.

[Our Correspondent states that Charter-parties set forth the different weights of grain, and yet that they are not to be taken as any standard of proportion to each other. We can but hold that they are mentioned to regulate the settlement of freight.]

REFUSAL OF CHARTERED SHIP.

SIR,—I fixed a vessel by a Liverpool Broker from Pensacola to Great Britain, quoting her size 230 P.S. On receiving the Charter, her size was therein converted by the Broker into 460 register tons or thereabout, with the usual terms "that the Charterer bound himself to deliver a full and complete cargo." The vessel's measured size, in registered tons, was about 560. On being informed by another Broker of the difference of size between that quoted for cargo, according to her intake in Petersburg standard and her measurement tonnage, the Charterer gave notice that she would not be allowed to take in cargo in Pensacola on account of the same; and on arrival there he refused to acknowledge the Charter, and no cargo was delivered by him. The Captain of the ship, however, did not protest on this occasion against the Charterer. Was the Charterer not obliged to deliver cargo on the named Charter—at all events the quantity representing 460 tons register; and, further, would he not have been liable to the penalty for non-fulfilment of the Charter when the Captain had proceeded legally against him, and protested on this occasion?—Yours, &c.,

JEAN B. LINAAE, Shipowner and Agent.

Sandefjord, May 4, 1877.

[The ship was offered as capable of carrying 230 Petersburg standard of timber, but in the contract of affreightment she was represented to be about 450 tons, whereas she registered 560 tons. There may be a doubt as to whether the Charterer in this case could be compelled to find a cargo for a ship of 560 tons when he has agreed to load one of 450 tons.—(See letter "What is the meaning of whereabouts," at page 188, and "St. Petersburg Standard," page 131, *Maritime Notes and Queries*, Vol. I.)—As there was no concealment of the ship's name or nationality, the Charterer should be sued for not loading a quantity equal to fill a ship of 450 tons.]

CHARTER-PARTIES.

RUSSIAN FINES AND ENGLISH CHARTERS.

SIR,—Referring to "A. G.'s" letter in your impression of the 15th inst., and to your leading article on the 20th of December, we venture to ask your advice in our own case. In August last we chartered our steamer to a firm in Newcastle, to load a full and complete cargo of general merchandise for Cronstadt. Just as in "A. G.'s" case, when the steamer was loaded, the Charterers had neither Bills of Lading nor Manifest ready, and it was verbally arranged that our Agents should sign the Bills of Lading for the Captain, and that they should be forwarded to Cronstadt by post the moment they were ready. The Charterers assured the Captain he might proceed to sea, as the Bills of Lading should follow in time to meet him, and, at the worst, a fine of a few roubles would be imposed. The ship made a rapid passage out, and, on arrival, found no Bills of Lading. The Captain made out the best Manifest he could from the cargo book, which, in the end, proved correct, except the short delivery of some bricks. The difference between our case and "A. G.'s" now begins. His steamer was fined 900 roubles, or say 130*l.*, which he has been unable to recover, but in our case the Receiver of the cargo, who was the Charterer's Agent, holds back 400*l.* of our freight, declining to pay us upon the ground that he cannot ascertain how much the ship will be fined. Our Charter contains, as "A. G.'s" does, the usual clause under which the liability of the Charterers ceases when the cargo is on board. We have made repeated application to our Agents in Cronstadt to collect the balance, but they reply that they are powerless. What are we to do?

SHIPOWNERS.

[The question here raised is by no means free from difficulty, but, in our opinion, the Charterers in England would be liable for all the costs incurred if the fine was the result of their neglect; and they would be the parties to sue.—(See *Maritime Notes and Queries*, Vol. I., page 59.)]

READY TURN CHARTER-PARTY.

SIR,—When lying in Middlesborough I received a letter from a Broker, stating that if I would tow round to Sunderland he would get me 7*l.* per keel coals for Campbeltown. I wired him back that if he would get me 7*l.* 2*s.* 6*d.* and a ready turn, I would accept it. He wired me in answer to this that my offer was accepted, and that I would be loaded with all despatch. I wired him back to send me a message to Sunderland as to the name of the person who was to load me there. I lay five days in Sunderland before I got an answer from the Broker, and when I received a letter on the fifth day he sent a Charter for me to sign, which I declined to do, as the coals that this Broker wanted could not be procured, the colliery men having struck work. As I had no stamped Charter, I thought I was free to charter with another Merchant for a different kind of coals, and did so. I had to lie in Sunderland 14 days before receiving a pound of any kind of coals. As the Broker is pursuing me, am I liable to pay any damages? W. M.

Inverness, Sept. 21, 1877.

[The Broker was authorised to enter into the agreement on our Correspondent's behalf on condition that the vessel had a ready turn. A ready turn could not be obtained, and therefore the contract could not be set up.]

REFUSAL TO SIGN CHARTER.

SIR,—The Captain of a vessel was paid his expenses to go and personally examine a cargo of wood that was offered to him, and the next day he agreed with the Merchant to take the wood at 7*s.* per ton and two guineas gratuity, giving 16 days for loading and discharging. He made this agreement with the Merchant in presence of the Shipbroker, but the Captain subsequently refused to sign the Charter-party or to take the cargo. He (the Merchant) being put to considerable inconvenience and loss, would an action lay against the said Captain?—Yours, &c., FREIGHTER.

Limerick, Nov. 8, 1876.

[If it could be proved that the Master agreed to sign a Charter-party for the carriage of the wood, and that he afterwards refused to do so, and the Merchant has sustained loss in consequence, he will have a claim for damages, which he can enforce in a Court of Law.]

REFUSAL OF CHARTERED SHIP.

SIR,—Referring to a letter headed "Refusal of Chartered Ship," in the *Shipping and Mercantile Gazette* of the 25th ult., I beg to say I am the Owner referred to, and the writers of the letter, calling themselves "Subscribers," were, as the letter shows, the Brokers who effected the Charter. A short time before the Charter was offered I informed the Brokers that I thought the ship would sail about the middle of January; but when the Charter was sent to me for approval, with the words inserted, "to be sailed by the 7th to the 10th January 1876," I refused to accept it, and stated to the Brokers that I could not and would not give any undertaking as to time for sailing. Being midwinter, it was impossible for me to say what time might be expended in repairs; in fact, I did not then know what amount might be required, the ship having been ashore. The words "to sail, &c.," were therefore struck out, and the words "in dock" inserted instead, and the Charter was again sent to me, and I approved of and accepted it as altered. I enclose copies of both Charters for your guidance. 1st. If, therefore, the Brokers under these circumstances represented to the Merchants my first communication, but not the latter one, would it be such a "verbal understanding outside the Charter" as would preclude me from recovering compensation against the Merchants for breach of Charter? 2nd. If so, have I any claim upon the Brokers? 3rd. When the ship arrived at New Orleans was it sufficient to lay the 16 working days before chartering, or ought the ship also to have laid out the 10 days on Demurrage as well? 4th. Was it necessary to lay at all, as the firm representing themselves to be the Charterers' Agents refused to supply a cargo from the first arrival of the ship?—Yours, &c., SHIPOWNER.

Whitby, Aug. 25, 1876.

[In the original copy of the Charter-party which was not accepted were the words—"to sail by the 7th to the 10th of January." In the completed instrument, signed on the 17th of December, that stipulation does not appear. It follows, therefore, that there was no written condition as to the sailing of the ship at the particular date other than the "said ship being tight, staunch, and strong, and every way fitted for the voyage, shall, with all convenient speed, sail and proceed to New Orleans." 1st. If the verbal understanding is not to govern the contract, the written agreement must stand, in which latter document it was stipulated that the vessel was tight, staunch, &c., on the 17th of December. 2nd. The claim on the Brokers would be questionable. 3rd. Unless notice of refusal of Charter is given, it is customary to lay out all the days agreed upon for Demurrage. 4th. (See answer to No. 3.) For further information see page 67, *Maritime Notes and Queries*, Vol. I., and page 53, Vol. II.]

DECK CARGO UNDER CHARTER-PARTY.

SIR,—The Master of one of our steamers in Canada loaded a complete cargo of oats as per Charter-party, and, without the sanction of the Charterer or his Agent, took on deck a few horses and landed them at the Port of Discharge in England. The Charterer now demands full freight on the horses. Can he claim full freight, or only the loss or damage he can prove to have sustained?—Yours, &c.,

South Shields, Sept. 26, 1876. SHIPOWNERS.

[For goods loaded on deck, in the absence of usage or stipulation in respect of the use of that part of the ship, the freight is payable to the Shipowner.—("Neill *v.* Ridley," Exchequer.) Unless the Charterer contracts for the use of the entire ship, and consequently the deck space, and he fills the cabin, the rate of freight is then a question for the jury,

CHARTER-PARTIES.

and not necessarily the sum mentioned in the Charter-party. —("Mitcheson v. Nicol," Exchequer.) Unless, therefore, the Charterer contracts for deck space, the freight for the horses would belong to the Shipowner.]

LOADING WITHOUT A CHARTER.

SIR,—I had a schooner that went for a cargo of coals to a certain wharf at Newport, and was berthed alongside the wharf to load on Dec. 9, and did not finish loading until the 21st. This vessel is only 60 tons register. How many days ought they to keep her to load? The Captain had no Charter-party, but simply handed the manager at the wharf an order to load his vessel for a coal merchant on this side, which it is usual to do.—Yours, &c., A SUFFERER.

Dec. 28, 1876.

[When a vessel of 60 tons burthen is on turn and in berth she might be laden in a few hours; but any delay beyond two days would be so unreasonable as to give a claim for Demurrage.]

EAST LONDON CHARTERS.

SIR,—I arrived here on the 29th of September with a cargo of railway materials for Government, and charter the ship to be discharged in the usual and customary manner, and 10 days are to be allowed on Demurrage. An Address Commission is stipulated for of 2½ per cent. to Charterer's Agent in London, in lieu of consignment in East London. My Consignee's Agent here refuses to do the ship's business without we pay 2½ per cent. on freight amount, due here again, five guineas for ship's business, and 2½ per cent. for what they call collecting freight. I find that I have to wait my turn with all ships that have cargoes for companies, as well as those for Government. The Government has but two surf boats of their own, but employs the companies' boats. When steamers come in, a sailing vessel seldom gets a boat at all. What with bad weather and steamers the vessels of 500 to 600 tons are detained four months and upwards in discharging and ballasting in this wild roadstead. There are now 18 ships on turn before me, eight of which have not commenced. Some of them have been already here seven weeks. There are no proper means to supply ships with water. A private person has a small boat that carries six casks of 50 to 60 gallons, and charges 10*s.* 6*d.* per cask, and the water is bad. Again, if a ship parts or fouls another, she has either to go to sea or on the beach, or perhaps founder. There is no assistance to be had here. Though the Government has a tug in the river she is seldom used, and never to assist a ship in distress. Ships and their crews are exposed to great danger under such circumstances. 1st. How long can they keep a vessel of 300 tons burthen for their own convenience? 2nd. Can she go to the nearest Port and discharge? 3rd. Can Demurrage be claimed after any such time? They have not sufficient boats to give half the number of ships anything like despatch. 4th. Can this amount of Commission be recovered from the parties in London, as we have got to pay it over again here?—Yours, &c.,

SEVERAL SHIPMASTERS.

East London, Oct. 17, 1876.

[1st. A ship cannot be detained for the convenience of the Charterer any unreasonable time; but what would be deemed unreasonable in East London would depend upon the number of vessels and the custom of the Port. An unreasonable custom, however, would not be binding. 2nd. With regard to going to another Port from the roadstead of East London, we have answered the question several times.—(See *Maritime Notes and Queries*, Vol. II., page 87.) The expense would fall on the Shipowner. 3rd. If the vessel has been detained through other vessels discharging before her, or other causes, the Owner would have a claim for Demurrage. 4th. If the Address Commission payable to Charterer's Agent in London was to free the ship from all Brokerage or Commission charges at the Port of discharge, the amounts paid at East London would be recoverable from the Charterer.]

CHARTER-PARTIES.

NEWFOUNDLAND FISH CHARTER.

SIR,—Referring to the letter in your excellent Journal of the 25th ult., and your very able reply thereto, allow me to trouble you again on this subject. The vessel referred to was chartered to proceed from Cadiz to St. John's with salt, thence to the Labrador coast (if required), and load a cargo of first new fish in turn, "Merchant having the option of cancelling the Charter-party should the vessel not arrive at St. John's by the 20th of July." She arrived at St. John's on the 20th of June, was kept there with her salt in (occasionally taking out a few tons) for 47 days, and 12 days afterwards waiting Merchant's orders for the Labrador coast, whilst vessels arriving out about the same time were discharged, made a voyage to Sydney (C.B.), back again to St. John's, received orders for Labrador, and sailed before this vessel. Others arriving out four, five, and six weeks afterwards for other Merchants were despatched in 10 or 12 days for the Labrador coast, some of which are loaded with first new fish, and are on their passage back. A vessel has also arrived in England with new fish. On application to the Merchants for Demurrage—viz. 47 days at St. John's with salt on board, less, say, seven days for discharging &c., or 40 days at 4*d.* per ton register, 59 tons, equal to £39. 6*s.* 8*d.* —they return the account with "compliments," adding that their Agents have not made any departure from the conditions of the Charter-party, that they are not liable for Demurrage, and refuse payment thereof on plea of custom. I enclose copy of the Charter-party for your perusal. 1. Is the Owner's claim a good and just one, and would the 12 days waiting for orders also count for Demurrage? 2. Has the Owner a lien on the cargo of fish for alleged amount due? 3. What is the proper course open to him for recovery of same?—Yours, &c., SUBSCRIBER.

Porthleven, Sept. 11, 1876.

[1. If vessels were laden with new fish before our Correspondent's ship, and out of turn, he would have a good claim under the contract for Demurrage, notwithstanding any custom of trade. No Port of call was stipulated for. If, therefore, on arrival at a discharging Port in the United Kingdom, the vessel was kept for 12 days before the order was given, those days would count on Demurrage. 2. No lien is given on the cargo for Demurrage, and it cannot be held for the same. 3. The Charterers may be sued.]

LUMP SUM.—DOUBTFUL CHARTERER.

SIR,—I fixed my vessel on the round for a lump sum, with an advance here and abroad, the collective amount of which falls short by far of the single current freight out. I am now informed by unbiassed persons that my Charterers are almost totally unknown to the Shipping public, and that my Brokers (friends of mine) and myself have been cruelly duped; that when I arrive out, and have delivered my cargo, I will have to whistle for the second advance; and, in fine, that the probability of my getting a cargo home at the calculated rate of freight I have is an improbable one, and such as deserves no consideration on my part. In consequence of this, I and my craft will be left empty on the lonely water of a river several thousand miles south of this. Now, Sir, before leaving here on my fool's errand, let me beg the favour of your advice, which I reckon by far more worthy than the prospect of this my adventure. Can I withhold the cargo outward when there till the second advance is forthcoming?

May 23, 1876. SHIPMASTER.

["Shipmaster" would be bound to fulfil the Charter unless he can prove fraud and collusion. Mere rumour or suspicion of the financial stability of the Charterer would not dissolve the contract. If the vessel is engaged for a lump sum with an advance in England, another advance abroad, and the balance to be paid on delivery of the homeward cargo, and no lien is given on the cargo under the Bills of Lading, the cargo could not be held at the outward Port. Our correspondent should be the best judge as to whether he should cancel the Charter and abide the result.]

CHARTER-PARTIES.

FAREHAM UNDER CHARTER.

SIR,—I have a Bill of Lading to discharge a ship at Fareham, Port of Portsmouth. On arrival the Captain refused to bring the vessel to Fareham, saying he was to discharge afloat, agreeable to Charter-party signed at Konigsberg, which I had no notice of. The Charter states—"to discharge at Boulogne or not further west than Southampton." The Shipper says I have nothing to do with the Charter-party, the Bill of Lading being the last document, and no mention of discharging afloat in it. The vessel could not come within three miles to lie afloat. I sent a barge, at an expense of 5*l.*, and agreed to pay the Master 17*l.* 10*s.* more to come to the quay, which he did. The Shipper says I have no right to pay it, as it was obtained under false pretences, the Master being bound to come to Fareham. I have refused to pay, and am now threatened with an action.—Yours, &c.,
Fareham, Jan. 27, 1877. AN OLD SUBSCRIBER.

[The Master of a ship on signing Bills of Lading has no power to alter the terms of a Charter-party; and, if he does so without the authority of his employer, he would be liable. The Bill of Lading did not stipulate that the ship was to discharge aground, and therefore the Master would not be justified, in the absence of an agreement to the contrary, in placing his vessel where she would receive damage. It would be the duty of the Merchant to find craft to lighten the ship, so that she might lie afloat at Fareham.—(See pages 121 and 191, *Maritime Notes and Queries*, Vol. I.)]

MARKET PRICE OF COAL UNDER CHARTER.

SIR,—In many outward Charter-parties of steamers it is stipulated that the steaming coals required during the voyage shall be taken at the various stations abroad from the Charterer's Agents "at current market price," often resulting in a higher price being charged than other equally well-known firms are charging to vessels free for coaling. May I beg you will give (in the interests of the many who suffer) your interpretation of what may reasonably be considered from time to time the current market price at, say, Malta, where there are many equally respectable coal agents competing for business, whose prices rise and fall independently? Does the current market price of the particular agent under Charter fairly meet the spirit of the agreement "at current market price," assuming that he is fortunate enough from various causes to be able to keep up his prices some days longer than an equally respectable neighbour, whose freedom in the matter of contracts or business may enable him to give the fullest benefit to those vessels that are free?—Yours, &c.
Dec. 26, 1876. MONOPOLY.

[The market price is the current rate at which coals can be bought at market on any particular day. If a vessel arrived, and her cargo of coal was purchased on the market or openly, that would be the market price of the day. The selling or retail price of any one Merchant would not govern the market price, for the latter is the wholesale or purchasing price.]

SUB-CHARTERING.

SIR,—Can a Merchant who has chartered a steamer for six months upon the ordinary form of Charter, and without any clause giving him permission to re-charter or to re-let the boat, re-charter the steamer? And are the Owners obliged to carry the terms of the Charter out, working for a second Merchant, the first pocketing a profit upon every voyage?—Yours, &c., A SUBSCRIBER.
Dec. 18, 1876.

[The contract would stand between the original Charterer and the Shipowner as to all liabilities; but the Charterer could sub-charter the vessel.]

PERUVIAN GUANO CHARTERS.

SIR,—I have perused your reply in your Journal of the 10th inst. to my inquiry under this heading, but will you state further whether, in case the freight is not paid in cash within 48 hours after the true and right delivery of the whole of the cargo, the Peruvian Guano Company (Limited), of London, are bound to give their own acceptances, as a private company, for the same, without signing such acceptances on behalf of and as Agents for the Charterers (the Peruvian Government)?—Yours, &c., A SUBSCRIBER.
Liverpool, May 14, 1877.

[The Charter-party states that the company are to give their own acceptances, and therefore they could sign without acting as Agents to the Peruvian Government.]

STAMP ON CHARTER BY TELEGRAPH.

SIR,—In the reply to "Master Mariner," in page 84 of Vol. II. of *Maritime Notes and Queries*, it is said—"A Charter by telegram is a written agreement, and, if stamped in accordance with the Act, would be evidence of contract." In this case I presume reference is made to the original telegram handed in to the Post-office. I would ask whether the Post-office copy could be stamped in the same way, and made available then as evidence of contract?—Yours, &c.,
Barrow, July 27, 1876. A. B. E.

[If a telegram has been sent, and the terms mentioned therein accepted, the copy of the telegram and reply, if stamped, would be evidence of contract.—(See "Stamp on Charter-parties," page 1, *Maritime Notes and Queries*, Vol. I.)]

IRVINE UNDER CHARTER.

SIR,—Does the following range of Ports in a Timber Charter include Irvine, or can it be so construed, viz.:—"West Coast of England and Wales, Clyde, and East Coast of Ireland, Glasgow and Liverpool excluded"?—Yours, &c.
SUTHERLAND & MAILLER.

[Irvine is on an Estuary or Firth of the sea, and is situated on the River Irvine, and not on the Clyde, and, consequently, is not a Clyde Port.]

CHARTERING BY TELEGRAPH.

SIR,—The Captain of a vessel engaged us as Brokers to procure him a freight for Para, and being quoted one by A B, also Shipbrokers here, we offered the ship at 17*s.* per ton. A B wired to C D, at Liverpool (who, it appears, are also Brokers only in this matter), and received the following reply at 4 o'clock P.M.:—"15*s.* 6*d.* free, 17*s.* is customary; discharging afloat; other terms your message; vessel fixed; subject immediate confirmation." To this, after seeing us and the Captain, A B replied at 4.30, accepting freight. This telegram they acknowledge having received already at 5 P.M. A B told us that the ship was fixed. We repeated the same to the Captain, who told his Owners. The Brokers say that the telegram came too late, and now only offer 15*l.* 1. Do you not consider half-an-hour from the time a message is received until the reply is given is "immediate confirmation" within the meaning and custom of the Shipbroking trade, especially when this message was handed in at Liverpool at 3 and the reply received at 5? 2. Are they not also bound by their message and letter next day, saying, "Charterers say Elim accept; have telegraphed for name coals"? 3. If so, which is the legal way for Captain to go? Should he sue the Liverpool Brokers direct for difference in freight, damage, and detention, or sue us, and we sue A B?—Yours, &c.,
Newcastle, Dec. 18, 1876. SHIPBROKERS.

[The paper on which a written telegram is inscribed may be stamped within seven days on paying the penalty of 4*s.* 6*d.*, or within one month on the payment of 10*l.* A written telegram has been admitted as evidence of contract between parties, and would be binding (if stamped) in the case mentioned by "Shipbrokers." The confirmation, in our opinion, was immediate.—(See page 1, *Maritime Notes and Queries*, Vol. I.) The Shipowner would be the party to sue A B, and our Correspondent and the Master would be witnesses in the cause.]

CHARTER-PARTIES.

CHARTERING WITHOUT AUTHORITY.

SIR,—Being at Plymouth in the month of May last, I called on a Broker, who told me he could procure a cargo of limestones to be shipped at Plymouth for Hayle. I accepted his terms, my vessel carrying 120 tons. I found that the Merchant to whom the Broker directed me to load could not procure more than 60 tons, which I refused to take. The Broker then directed me to another Merchant to load a full cargo of 120 tons of limestones for and on account of Merchants at Hayle, for which I paid the Broker 11*s.* 6*d.* commission. I sailed from Plymouth in May, and arrived at Hayle in June. On my arrival at Hayle the Consignees refused to take the cargo, stating that they did not know the Broker, and never gave orders to ship any limestones on their account. As the Consignees objected to take the limestones at Hayle I could get no purchaser for them there. After being detained many days I sailed and came here, and sold the limestones at 9*d.* per ton less than the freight I was to have received on discharging at Hayle. Who is liable to pay for the stones and detention of the vessel, with other expenses?—Yours, &c., RICHARD HOCKING,
Master of the Lady Harvey, of Barnstaple.

Appledore, Aug. 10, 1876.

[If the Merchants at Hayle did not authorise the Broker to charter the ship on their account, the Broker would be liable as Charterer for all detention of the vessel, and the balance of freight. The Merchants who found the cargo may have acted on the representations of the Broker.]

CLAUSE IN EAST INDIA CHARTER.

SIR,—Are we to understand by the clause in the Charter—"the cargo to be brought alongside and taken from alongside at Merchant's risk and expenses," the Captain has to provide Stevedores to load his ship, and take the goods at his own risk from alongside and in the hold? Are not the Merchants bound to stow the vessel? INQUIRER.

Hull, March 22, 1876.

[Under the clause quoted, the Merchant who sends goods for shipment agrees to deliver the goods alongside, and to receive them from alongside; but he has nothing to do with lifting the goods on or off the ship's deck, nor is he liable for the employment of Stevedores or the stowing of cargo in a ship's hold.]

SHIP NOT READY.

SIR,—In the beginning of December last I chartered a vessel to proceed to Scotland and there load potatoes; but about the 11th she put into a Port damaged. The Captain wrote to me, saying he would be ready to proceed in three weeks, but at the end of that time he was not ready, and I was obliged to ship the cargo. The Captain then wrote saying he would be ready in a fortnight. I then bought another cargo for him, but at the end of the fortnight he was not ready. I was again obliged to ship in another vessel, as the cargo was a perishable one. I am now full, and do not require any more from there, and the vessel is not yet ready. Am I justified, under the circumstances, in throwing up the vessel?—Yours, &c., A POTATO MERCHANT.

Feb. 9, 1877.

[If the repairs took so long a time to execute as practically to put an end to the commercial venture, the Charterer would be absolved from loading the vessel, and might cancel the Charter.—(See "Ref sal of Overdue Chartered Ship," at page 66, *Maritime Notes and Queries*, Vol. I., and "Insurance of Freight," at pages 53, 54, and 106, Vol. II.)]

GOOD AND SAFE PORT.

SIR,—I chartered my ship to load at Darien (Ga.) with a cargo of pitch pine for a good and safe Port in Great Britain, where the ship can always lay afloat. On signing the Bills of Lading I was ordered to West Hartlepool, or as near thereto as the ship could safely get. I arrived off there on the morning of the 5th inst., and took a Pilot, expecting to get into Old Hartlepool on the evening tide. At 2 P.M. a heavy sea rolled in, and I found it impossible to cross the bar, when the ship broke and capsized the windlass, and I was obliged to slip anchor with 80 fathoms of chain and proceed to sea. Next morning I was obliged to run for the Tyne, sea still heavy. Can I oblige the Merchant to discharge the vessel here, or must I wait here until next springs, or can I claim detention whilst waiting in the Tyne? My vessel can only get into West Hartlepool at top of springs and in smooth water. She draws 20 feet 2 inches water, 1,116 tons register.—Yours, &c.,
JOS. J. BROWN, Master of ship Edgar,
of Yarmouth (N.S.).

North Shields, April 6, 1877.

[In our opinion, West Hartlepool is not a good and safe Port for a vessel with her cargo on board and drawing 20 feet 2 inches of water. If the Merchant refuses to lighten in the Tyne, the Master should discharge a portion of the cargo after advising the Merchant, and then proceed to Hartlepool. The Master should claim for all detention in the Tyne.]

LOADING AGROUND.—SAFE PORT.

SIR,—I refer you again to my case. My first letter appeared in the *Shipping and Mercantile Gazette* of March 1, and the judgment of the Sheriff-Substitute in my favour in the *Shipping and Mercantile Gazette* of March 10, and now the Sheriff Principal has reversed the judgment. I have been in Port nearly two months, and have yet my cargo on board, as they would not take delivery in the dock. I must now submit, and take my vessel from a safe place to their jetty, where she will have to lay on stones. The Sheriff does not say anything about the safety of the vessel, but it appears that vessels must accommodate Merchants at all risks. Can I call a Board of Trade survey on the jetty to put me in the condition of knowing if my vessel would be in a seaworthy condition on leaving the said jetty? I am quite certain that there is a great risk, and why should I be forced to run such risk in a Port where there is a dock, and within 30 or 40 yards from the Merchant's store? I am at a loss how to act in the matter. I object to go to the said jetty. I enclose you the Sheriff's judgment. What is the real meaning of a "safe Port" in a Charter-party in a case like this? F. F. MALLET.

April 10, 1876.

[1st. The Board of Trade Surveyor would not be authorised to survey a jetty. The Sheriff Principal has given judgment against our Correspondent on the ground that the vessel, with her cargo on board, drew 8 feet 11 inches, that the minimum depth of water at the jetty at neap tides was eight to nine feet, and that the six or seven inches of mud could not have injured the vessel, as she would have been waterborne to a considerable extent. 2nd. If the vessel could have got alongside the quay with her cargo on board at spring tides, and be lightened before low water, that would constitute a safe berth.]

BALLYSHANNON, "A GOOD AND SAFE PORT."

SIR,—My ship, the Messina, came from Philadelphia (U.S.A.) with Indian corn for Ballyshannon. My Charter-party says—"a safe, good Port, always afloat." The Pilot cannot take the vessel over the bar if she draws more than 11 feet, and she draws 13 feet. I get orders from the Merchant to go to Killybegs and stop for lightering until next springs. I stopped nine days and the lightering was not commenced. After that he said he would make me go outside the bar. I did not do so, as I feared to lose my ship. Who shall pay the detention, as my ship was ready nine days for discharging? The Merchant opened the hatch at Killybegs and took up 400 sacks to lighten the ship, and agreed to lighten the vessel sufficiently to get over the bar. Am I bound to go to Ballyshannon?
E. B. LYCKE, Swedish barque Messina.

Killybegs, May 6, 1876.

[If the ship was chartered for Ballyshannon, or ordered

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there under the authority of the Charterer, the Master would be bound to take his vessel there. There is said to be 13 feet of water at Ballyshannon at springs, and 9 feet at neap tides. If the ship on arrival, or at spring tides, could not enter the Port, the Lay-days would run on from the time she was as near to the Port as she could safely get.—(See pages 81 and 82, *Maritime Notes and Queries*, Vol. II.) All detention from not providing lighters would fall on the Charterer or Bill of Lading holder, according to the terms of the contract.]

NEW ROSS AS A SAFE PORT.

SIR,—Do you consider New Ross, 12 miles from Waterford, described by the people there as dangerous to reach, and only accessible at spring tides for large steamers, a "safe Port" for a Merchant to order our grain-laden steamer to?—Yours, &c., SHIPOWNERS.

Hull, April 23, 1877.

[It is a question as to the size of the ship and her draught of water. The depth of water at New Ross at springs is 24 feet, and at neaps 18 feet. There is a quay 600 feet in length, alongside which ships of 600 tons can discharge.]

LLANELLY.—SAFE PORT UNDER CHARTER.

SIR,—Is Llanelly considered as a safe Port for steamers of, say, 14 feet draught, from 400 to 500 tons burthen, as Owners of such steamers refuse to send them there, although they are under time Charter for any Port (considered as a safe one) in the United Kingdom where they can load afloat?

Swansea, April 25, 1876. A CONSTANT READER.

[The depth of water at Llanelly at springs is said to be 28 feet, and at neaps 15½ feet. Llanelly would therefore be a good and safe Port for a vessel drawing 14 feet. The floating dock accommodates ships drawing 17 feet.]

UNSAFE PORT.

SIR,—1. Is a sailing vessel, which is chartered for a safe Port in the United Kingdom, bound to go to a Port which she cannot possibly reach with her own gear and tackle? 2. Providing a sailing vessel cannot get to a Port with her own gear and tackle, and can get there with the aid of a steamtug, but the navigation is such that, in case the tug becomes disabled, the vessel is certain to suffer damage, or probably be totally lost, is she bound to go to such a Port?

Hull, Jan. 29, 1876. INQUIRER.

[1. If a vessel requires the assistance of a tug to enter a Port, that would not absolve the Master from performing the agreement to go there. 2. Ports in the United Kingdom are sufficiently well known and described in books and charts to enable a Shipowner to judge of their comparative safety; and if a contract is entered into under which a vessel is to be taken to a Port where there is sufficient water for her to lie afloat, the mere probability of risk being incurred under tow would not be a sufficient justification to violate a Charter-party.]

SAFE BERTH.

SIR,—A vessel is towed from Cork to Ballinacurra, and, after berthing at a safe quay, the Captain finds that it is not the one the Merchant requires her to discharge at; whereupon, hearing the new berth was rather unsafe for a vessel of her length, he went to the Harbour Master and told him to take the responsibility of removing her. The Harbour Master appeared to have some doubts about the berth too, and would not decide upon removing her until she had been there three days. The Captain sends in his bill to the Merchant for three days' Demurrage, and he refuses to pay it. Who is liable for it? SHIPBROKER.

Cork, April 17, 1876.

[If the vessel could have gone alongside the berth with safety, the Merchant would not be liable for the three days' delay.]

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UNSAFE WHARF.

SIR,—My ship was chartered from Hartlepool for London to proceed to a safe wharf. Having sold to a Merchant whose wharf (which I can prove) is not a good one, can the Merchant compel me to go there? A SHIPMASTER.

London, Feb. 11, 1876.

[A wharf is a good wharf if a vessel gets alongside and can remain there while discharging the cargo without injury.]

SPRING TIDE AND NO CARGO.

SIR,—My vessel was chartered while on a voyage from Ardrossan to Runcorn. I arrived here on 12th inst., and finished discharging on 15th, and gave the Shipper notice that the vessel was ready for loading. He told me that my vessel should be loaded on or before the 20th, as there would not be water to sail before the 22nd. On the 18th I got notice that the Merchant had cancelled his order. My Lay-days being up to-day, and the spring tides near at hand (as we can only get down with high tides), am I justified in accepting another Charter, and to what extent (if any) is the Merchant liable according to terms of Charter, I not knowing whether my second Charter will be better or worse than the first? YOUNG SHIPMASTER.

Runcorn, May 20, 1876.

[The vessel, according to the Charter-party submitted to us for perusal, was to proceed to Runcorn to be loaded, "and to come down present springs if ready in time;" and the penalty for the non-performance of the contract was to be the estimated amount of freight. If the Charterer declines to load the vessel so as to enable her to get away on the top of the spring tides, he would be liable for all losses sustained by the delay of the ship, and also for any loss incurred on re-charter. The law is fully explained in *Maritime Notes and Queries*, Vol. I.]

NEAPED.—CARGO NOT READY.

SIR,—My vessel was chartered to proceed to this port to load salt, with the understanding that the cargo was ready for shipment, and that if I arrived here in time the vessel should be loaded to save the tides. I was detained longer than I expected at the adjoining Port, still I got here in time to get my cargo on board, and to have saved the water away; but, on my arrival, there was no salt down ready, consequently I did not get laden in time. I have been detained eight days, not waiting for cargo, but for water. Can I claim Demurrage for the detention? If so, what am I entitled to?—Yours, &c., SHIPMASTER.

Weston Point, Feb. 10, 1877.

[By the Charter-party sent to us for inspection, the vessel was to be loaded "to save the springs if ready in time." If the vessel was ready to load, and in time to save the high tides to get out, and the Charterer did not fulfil his contract, our Correspondent would have a claim, as provided for in the agreement, of 60*s.* per day as Demurrage.]

DANUBE BAR.

SIR,—Lately the stated depth of water in the Danube has been very mysterious. On the 16th inst., at Galatz, the depth of water was posted as being over Gorgova Bar (which is generally supposed to be the most shoalful bar in the Danube), as 17 feet; but a second bar, named Kolotgnas, was notified as having only 16 feet. Those reports had been posted up in the Commissioners' office for five days as a guide for Pilots and Masters to go by; and on going there to state the draught when I intended going down, I was told by the Pilot Master that unless I lightened my vessel to 15½ feet to pass safely over Kolotgnas Bar, I should have to bear the responsibility of all accidents that occurred in the passage down. I refused to lighten, as I strongly suspected that the statement was not correct, and came down to Tultcha on the 17th inst. There I found the draught of water had been posted for two days for Gorgova at 17¾ feet, and that Kolot-

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gnas had had sufficient water over it for some time, and they now considered it unnecessary to post the depth of water over it at all. I was further told here by the Commissioners' Agent that if there was 16 feet posted as existing at Galatz, it was a false statement. On arrival at Gorgova I found 18 feet posted. Had I lightened to 15½, as requested to do by the officials at Galatz, and at the same time there had been sufficient water to pass safely over without any lighterage, could I have come upon the Commissioners for the cost of lightering, or would that have been a dead loss to the ship, after paying about 2*s.* 6*d.* per register ton for Danube Commission Dues? Surely the depth of water should be correctly stated in the Pilots' offices without being compelled to pay a heavy lighterage without the least necessity. The depth of water is telegraphed from Sulina to Tultcha, from Tultcha to Galatz, from there to Ibrail, and so on; but whether the correct depth varies during its communication along the wire, or the evil is done wilfully, or through neglect, is a mystery that wants solving.—Yours, &c.,

Constantinople, Dec. 22, 1876. SHIPMASTER.

[If our correspondent had suffered any loss through the incorrect statements put forward by the servants of the Danube Commissioners, he might have represented the case to them, and, failing to obtain redress, to the Court at Constantinople.]

SPRING TIDE.

SIR,—My vessel was chartered at Baltimore, through a Shipbroker, "to load a cargo of grain to the United Kingdom for orders, the orders to be given in 48 hours; further delay to count as Lay-days, or orders to be given on signing Bills of Lading at 3*d.* less freight to a safe Port, or so near thereunto as she can always float with safety." On signing I got orders for Drogheda. Fearing that on my arrival there I would not find sufficient water to float, I protested and sailed. Coming up the Irish Channel, I was informed by the Master of a tugboat, whose assistance I took, that I could not cross the bar with that high water. The ship therefore entered Kingstown, and I went personally to Drogheda, where I was informed by the Harbour Master and my Pilot that I could only come in on a spring tide. There was only one berth for a ship like mine, and the dredger was then working to make sufficient water for my ship to be always afloat. I gave the Merchant notice, on my arrival at Kingstown, of being ready to deliver cargo. Am I compelled to await spring tide, and the dredger making a berth for my vessel, or are my Lay-days to count from my arrival at Kingstown? I came in here with the new moon tide, and commenced same day to discharge, or else would not have been afloat, as the bottom is very uneven.

Drogheda, June 24, 1876. A SHIPMASTER.

[The Charter-party submitted to us for inspection stipulated that the vessel was to proceed from Baltimore to Queenstown for orders, and thence to a safe Port in the United Kingdom or the Continent—"or so near thereunto as she can always float with safety." If there is no permanent obstruction to a Port, and a vessel can enter at spring tide, the Lay-days would commence from that time. If, however, the vessel could not be lightened to be afloat after entering, the time spent in dredging a berth would count in the Lay-days.—(See the Alonzo, Appeal in Chancery, Dublin, reported in *Shipping and Mercantile Gazette*, June 16, 1876.)]

WAITING TURN AT GRANGEMOUTH.

SIR,—I have lately seen replies to letters in your columns respecting Grangemouth and Bo'ness, in relation to ships with Charters containing the stipulation—"so nearly thereto as she can safely get," and no turn clause, yet ships are detained, not for water, but because the docks are full, and when their turn does come, by the Dockmaster's statement, they cannot get into dock for want of water. You have, I believe, invariably replied that such loss by detention is at the Merchant's risk. Can you refer me to any case that has been tried similar to those quoted, as I am informed that some time ago such a case was tried in Scotland, and decided against the ship. I should advise all Captains and Owners of vessels lying in the roads bound to Grangemouth, Alloa, and Bo'ness to try another case, as it really does appear an injustice to have ships detained in the roads and not paid for it.—Yours, &c., SHIPMASTER.

Grangemouth, Oct. 5, 1876.

[In the *Shipping and Mercantile Gazette* of June 13, 1876, will be found the case of the Nellie (s)—"Moon *v.* The Caledonian Railway Company," Court of Session, Edinburgh, which related to a steamship waiting turn at Grangemouth. The steamer was chartered to load a cargo of coal, and arrived at the dock gates on the 17th of October, but was not admitted till the 28th. The Owner of the ship sued the railway company, to whom the dock belonged, for 25*l.* per day for those 11 days. It appeared that for some time prior to October 1874, under the then existing bye-laws of the harbour, steamers were allowed a preference over sailing vessels at the cranes, and that on the 12th of said month, in consequence of the harbour becoming blocked, the railway company discontinued that preference except to steamers trading regularly to and from Grangemouth. The pursuers averred that it was the rule and custom of the harbour to give priority to steam-vessels, and that the defenders, in the case of the pursuers' vessel, not only violated that rule and custom, but their duty at Common Law, and, under the Statutes affecting the harbour, dealing equally and fairly with vessels. The pursuers therefore founded their claim upon the ground that their vessel was not admitted to the docks on arrival, and that by the change in the usage of the harbour, of which no sufficient notice was given, their vessel was detained longer than it otherwise would have been. There were 18 vessels on the "Turn-book" when the Nellie (s) arrived, one of which was a regular steam trader, which could not get under the crane before the 28th. The Court found that the Harbour Master was entitled to regulate the traffic of the harbour, and had done so for the benefit of the trade of the Port, and that the loss and damage for which reparation was sought was not loss and damage resulting from fault on the part of the defenders. This action, it will be seen, was against the Dock and Harbour Company for not giving preference to a steamer. The detention arose from the vessel having to wait her turn. The Dockmaster would not allow her to enter and block up the basin until there was a chance of loading her. The Court decided that the Harbour Authorities had a perfect right to regulate the traffic under their bye-laws, and to assign berths for ships. If the vessel had been chartered to load out of turn the Shipowner would have had his remedy against the Charterer. In "Cafferini *v.* Walker," where a ship arrived off a dock but drew too much water to enter, the jury awarded Demurrage for three days lost in lightening the ship. It was contended that the vessel was not at her discharging berth before she was in the dock; and, in consequence of the increased size of ships using the Port, it was not right to make the Lay-days run on while the vessel was outside the harbour. The Court, however, on appeal, after hearing the arguments of counsel, confirmed the verdict arrived at by the jury.—(The Leo Batta Dasta, Queen's Bench, Dublin, June 28, 1876.) This agrees with the cases reported at pages 81, 82, and 83, *Maritime Notes and Queries*, Vol. II., and page 15, Vol. III. It is a question, however, which must in all cases be determined by the conditions of the Charter-party. If the custom of a Port as to loading in turn is not agreed upon, detention arising from a crowded dock must fall upon the Charterer. The Queen's Bench Division, on March 6, 1876, in "Thiis *v.* Byers," held that in naming Lay-days a Charterer accepts the risks of all casualties unless he protects himself by special conditions in the memorandum of agreement.]

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ICE CLAUSE.

SIR,—My vessel is just loaded with herrings in a Port of the Moray Firth, bound for a Baltic Port on the ordinary terms of Charter-party and Bills of Lading (no ice clause). As the Port is now ice-bound, I intend letting the vessel lay for some time. Am I justified in doing so if the vessel is at the discharging Port immediately on the opening of the Port? SHIPOWNER.

Jan. 18, 1876.

[The Shipowner would not be justified in detaining the vessel at the loading Port. If the Charterer refuses permission to remain, the Master would be bound to proceed, and the Lay-days would commence from the time the vessel got as near to the Port of discharge as she could safely reach. In the event of danger, the cargo might be discharged at the nearest open Port.—(See page 170, *Maritime Notes and Queries*, Vol. I.]

ICE CLAUSE.—DEMURRAGE.

SIR,—A vessel fixed to load at Sulina arrived there on the 11th of December last, and, after delivering her ballast, was ready to receive cargo on the 14th. Notice was given to the Merchant, who, however, submits that, owing to the Danube being frozen, he has been unable to give the ship any cargo. Can I claim Demurrage after the expiration of the Laying-days, notwithstanding the Charter has a clause, "Detention by ice not to count as Lay-days"? Sulina not having been frozen and now still free of ice, is the Merchant bound to abide by his original Charter? AGENT.

North Shields, Jan. 26, 1876.

[The vessel was chartered to load at the port of Sulina, and the Merchant cannot load the ship because the cargo cannot be brought down the Danube. The question raised is a very important one, for the Charterer protected himself against detention of the ship by the "Ice Clause." We are of opinion, however, that the clause refers to the place of loading, and not to the inland navigation. If this interpretation of the clause is correct the Lay-days would run on from the time the vessel entered Sulina.]

ICE, AND DETENTION OF STEAMER.

SIR,—I had a vessel arrived at Konigsberg on Nov. 2, and got into a discharging berth on the 4th. On that day the Captain chartered his vessel to proceed to a loading berth after discharging her inward cargo, and there load a cargo of grain or seed for certain Ports, orders on signing Bills of Lading. Instead of so many days being allowed to load and discharge, it was stipulated that the vessel should be loaded without detention, and five working days allowed for discharge. The inward cargo was dicharged on the 6th and 7th. On Wednesday, the 8th, the hold was cleared and prepared for an outward cargo, and the Captain gave notice on the 9th that he was ready, being then in a loading berth, but the Merchants could not get labour that day. During night a heavy frost set in and stopped the navigation; no vessels could get out. On the 11th it became fresh, and the ice broke up, and 11 vessels that had completed loading went down to Pillau that day. On Sunday the 12th, the Merchants loaded the Cargo, and the Captain signed Bills of Lading, and was towed that evening five miles down, but next morning the ice was so thick that he could not proceed, and he is still there. Have I a claim on the Merchants for detention at the rate stipulated for Demurrage, as, had they loaded on Thursday or Friday, as they might have done, the vessel could have got to sea on Saturday, as 11 others did; or in what other way can I get redress? The rule there is that Pilots are not allowed to take vessels down after dark; thus the reason for remaining five miles down overnight. The steamer got through with difficulty next day.—Yours, &c., A SHIPOWNER.

Dec. 19, 1876.

[The vessel was to be loaded "without detention," and when she was ready the Merchants were not prepared to fulfil their contract. If, therefore, by the breach of agreement the Merchants caused the vessel to be unreasonably detained, they might be made liable for the detention. Had the ship been laden "without detention," and then frozen up, the detention would have fallen on the Shipowner.]

ICE CLAUSE.

SIR,—Referring to the answers in Vol. I. of *Maritime Notes and Queries*, at pages 118 and 170, to questions concerning Ports subject to being frozen up, I have a vessel expected at a Port of call under a Charter similar to the one described at page 170, and as the answer there is at variance with that given at page 118, I would like to have your opinion as to whether I should be obliged to send my vessel, say to Hamburg, if ordered there, if that Port was frozen up; and, in such a case, should I be obliged to keep my vessel until the navigation opened, or could I proceed to the nearest safe Port, and there oblige the Consignee to receive the cargo?—Yours, &c., A SUBSCRIBER.

Ardrossan, Dec. 11, 1876.

[If a Shipowner enters into an agreement to take his ship as near to a Port as she can safely get, and there is no permanent obstruction to prevent the vessel from entering the Port, the Master would have to wait till he could enter, whether the temporary impediment proceeds from having to remain for the rise of the spring tides or the breaking up of the ice. A vessel may safely enter a Port at a certain time by waiting, and the question is, as to when Lay-days should run. This is a matter of special agreement, and must be decided by the terms of the contract. With reference to Hamburg, we are of opinion that when a vessel went up the Elbe and got into a safe place where she might be discharged, the Lay-days should commence, but not when the ship was in the North Sea, or where the hirer could not have her at his command. In the case of the Young Scalesby—("Smith *v.* Beal," Court of Queen's Bench)—it was pleaded that, in consequence of the frost, potatoes could not be had to make up the cargo, and that the Charterer was absolved from the inclemency of the weather. Mr. Justice Lush held that if the defendants wished to provide against any unforeseen accident they should have stipulated for it in the contract. When a Charterer names days for unloading he takes upon himself all risks of casualties in the weather, and all delay falls upon him from such causes—("Thtis *v.* Byers," Queen's Bench Division, on appeal, March 6, 1876). From a consideration of the decisions it would appear that much depends upon the stipulations in Charters and the meaning of the words "permanent obstruction."]

GRAIN CARGOES AND ELEVATORS.

SIR,—Last season I loaded a cargo of grain at Montreal. The Merchant selected the elevator I used for loading; but the charge was about double what I could have had the grain loaded for. I did not want to have any dispute, and paid the account without saying anything about it. If the Merchant again insists on selecting an elevator which charges a higher rate than I can get the work done for, can I recover the excess?—Yours, &c., A SHIPMASTER.

Liverpool, April 24, 1877.

[If there is an agreement that the Shipper of the grain shall employ the elevator, and charge the expenses to the Shipowner, there would be no redress at law. On the other hand, if there was no contract under which the option was so given, the Master would be at liberty to engage any elevator he pleased. It is a question of contract.—(See letter in *Shipping and Mercantile Gazette*, April 6, 1877.)]

CHARTER-PARTIES.

GRAIN CARGOES AND ELEVATORS.

SIR,—On the 6th inst. you published a letter from a "Shipowner," who gave his experience of the grain elevator combination at Montreal. Recent advices from Canada say that the Government was likely to inquire into the doings of this combination, and probably the unfair regulations mentioned by your Correspondent will be abolished; but, taking the Harbour Rule at Montreal as it exists, can a Shipowner, obliged by votes to employ a combination grain elevator, be compelled legally to pay more for loading than the price which would be charged by other elevator owners equally competent to do the work?—Yours, &c.,

Liverpool, April 18, 1877. ANOTHER SHIPOWNER.

[If there is no condition that a particular elevator shall be employed at the Shipowner's expense, the Master would be at liberty to engage the services of any elevator he pleased; but if there is a stipulation that the grain is to be laden with a particular machine, the charge ought not to be more than that made by others in the Port.]

DOCK DISCHARGING RATES.

SIR,—A short time since one of our vessels brought a cargo of sleepers and grain from the Baltic to the Victoria (London) Docks, where by Charter she had to discharge. The Merchants, whose wharf is in the docks, discharged the sleepers without any agreement being made as to what they should charge for labour, not expecting that it would vary very much from the charge in the river; but we find that they charge as much as 58 per cent. more than the current rate for similar work done in the river, and the Merchants insist upon being paid at this excessive rate. Are we legally bound to pay the receiver more than the current rate in the river, no agreement having been made? The account was not rendered to us by the Dock Company, but by the receiver, who appears to have the privilege from the Dock Company of employing his own men and charging at the same tariff as the docks. If we are bound to the price in this instance because we made no agreement, are ships going into the Victoria Docks bound to employ the Dock Company's men to discharge? We may add that the tariff charged, although in excess of river rates, is the same as in the docks.

London, Sept. 17, 1877. SUBSCRIBERS.

[If the ship was to be discharged at the expense of the Owner, and he gave authority to the receiver of the cargo to employ his (the Merchant's) men, the Dock rates would govern the case.—(See letters, "Cost of Discharging," page 2, and "West India Docks," page 195, *Maritime Notes and Queries*, Vol. III.)]

GROUNDING, DOCKING, AND CARTAGE.

SIR,—On the 15th August I chartered my vessel at Goole to load a cargo of coal, the Charter stating—"and being so loaded shall therewith proceed to Great Western Docks, Plymouth, and there deliver the same to the Freighters or their assigns, according to the custom of the Port." The Charter also states that 1½ keel per working day be allowed the Merchant for the delivery of the cargo, and Demurrage over and above said time at 8*l.* 10*s.* per day; and there is a clause in the Charter stating that the liability of the Freighters ceases as soon as the cargo is shipped (their Principals are not disclosed in the Charter), and no mention is made of the ship having a lien on the cargo for freight and demurrage. The Charter states—"the freight to be paid on unloading and right delivery of the cargo in cash." On Aug. 25 I signed Bills of Lading for the cargo, in which was inserted the name of the Consignee here, with "freight and other conditions as per Charter-party." I arrived here on Sept. 7, and entered the Great Western Dock. I called on the Consignee, who stated that his coal store was at Millbay Wharf, and requested me to go there to discharge. Millbay Wharf is a dry harbour, but the Merchant represented the berth as good, and, wishing to avoid trouble, I hauled my vessel there and commenced discharging on the 8th inst., part going into his store and part on railway waggons; but when the vessel grounded she strained badly, and commenced to make water (she was quite tight before), so I protested, serving the Consignee with a copy, and moved my vessel into the Great Western Dock again, where the Dockmaster put her into a discharging berth on the morning of the 10th inst., and where such cargoes are regularly discharged, the railway waggons going alongside. The Consignee refuses, however, to take delivery of the cargo unless I pay for cartage to his store, asserting that the dry harbour berth at Millbay Wharf is part of the Great Western Docks. My Lay-days will expire on 20th inst., and Consignee still refuses to take delivery of the coal. How should I act? If I am to store the cargo, what will be a reasonable time to keep the ship on Demurrage before commencing to store? Have I a lien for freight and Demurrage? My vessel is 191 tons register, and the cargo by Bill of Lading was 339 tons, of which about 80 tons have been discharged. A SHIPMASTER.

Plymouth, Sept. 17, 1877.

[Millbay Wharf is not a dock, and the Master was not bound to go there if his ship would be endangered. For all detention the Bill of Lading holder would be liable, he having accepted the goods and made himself liable for the conditions of the Charter-party. As no lien is given by contract for Demurrage, the cargo could not be held for the same; but if the Consignee refuses to take delivery of the cargo, the coals should be landed immediately and held for freight and charges. The Shipowner is not liable for cartage.—(See the Volga (s), "Holman *v.* Wade," *Shipping and Mercantile Gazette*, May 19, 1877.)]

DOCKED, BUT NOT BERTHED.

SIR,—One of our vessels was chartered from Bilbao with iron ore to the Alexandra Dock, Newport, on terms of the enclosed Charter, which stipulates that the cargo is to be delivered "as customary, where, and as directed by the Consignees or their agents;" and another clause in the Charter says—"the Lay-days not to commence before the ship is in berth and in every respect ready to load or discharge respectively." The steamer was ordered by Consignees to a berth in the Alexandra Dock; but, a number of vessels being there, our boat was not able to reach the berth until a week or more had elapsed. We have claimed Demurrage, but this is refused by the Charterers. Are we entitled to Demurrage? There is no customary turn at Newport in a general way, but a sort of custom may have been made by this particular Consignee for the discharge of vessels under like circumstances.

London, Sept. 5, 1877. SUBSCRIBERS.

[The vessel, according to the Charter submitted to us for inspection, was chartered to proceed to "one of the undermentioned Ports—namely, Newport or Cardiff—and deliver as customary, the Lay-days not to commence before the ship is in her berth and in every respect ready to discharge." It is usual in Charters to insert the words—"or as near thereto as she can safely get." The ship entered the dock, but in consequence of its crowded state could not be berthed. The question is, who should bear the loss through a vessel being ordered to a place where she could not be berthed? The Charter is explicit as to the Lay-days not commencing until the ship is berthed; but the customary mode of delivery would not entitle the Charterer, in the absence of express stipulation, to keep the ship in the dock and not berthed. The crowded state of a dock and detention caused thereby give a claim for compensation.—(See "Randall *v.* Lynch," "Leer *v.* Yates," "Brown *v.* Johnston," "Struck *v.* Tennant," "Thiss *v.* Byers," Queen's Bench, on appeal, Feb. 16, and March 6, 1876; and pages 81 and 82, *Maritime Notes and Queries*, Vol. II.) In the case of the "Steamship Company of Norden *v.* Dempsey," Liverpool Assizes—(See *Shipping and Mercantile Gazette*, Dec. 28, 1876)—it was sought to prove that by the custom of Merchants in Liverpool, the Lay-days did not begin to run when a vessel was docked, but only when the Consignee was enabled to find her a discharging berth. The Special Jury, however, found that no such

custom prevailed, and gave a verdict for the Shipowner. In our opinion the clause in the Charter-party should be construed as implying that a berth would be found for the vessel on her arrival in the dock. Delay in reaching a disengaged berth on the part of the Master, and any delay in getting the ship ready when there, should fall on the Shipowner.]

GUARANTEED CAPACITY.

SIR,—A vessel was chartered from Liverpool to a Port in South America, out and home. The Charter runs thus:—"That the said ship being tight, staunch, and strong, and everyway fitted for the voyage, shall load here on the berth as it is customary for a general ship, and receive on board all such lawful goods as the said Charterers shall send alongside, it being understood that they are to have the full reach of the hold of the ship, including the half deck, if any. The Owner or Master guaranteeing that the vessel can carry 450 tons gross weight of cargo and be in seaworthy trim, &c., &c." This vessel went to the Charterers' berth and loaded with dead weight and measurement—say 520 tons—and for which weight the Charterers charged me for Stevedoring. Can I demand the full freight for the whole 520 tons out and home? or is it expected that the Charterers are to pay only on the 450 tons that the vessel was guaranteed to carry? Surely I can claim for the weight and measurement for which I have paid them stowage. Is not this so?
—Yours, &c., SHIPOWNER.
Feb. 9, 1877.

[There was a guarantee that the vessel could carry 450 tons. This was an implied contract that she should take not less than 450 tons, but there was no stipulation forbidding the Charterers to load a greater quantity, they having the right to "the full reach of the hold of the ship." The ship, however, must not be made unseaworthy.]

DEADWEIGHT CAPACITY.

SIR,—I chartered one of my vessels for a lump sum to load general cargo. In the Merchant's form of Charter a clause stood blank, requiring the Owner in chartering to state the deadweight-carrying capacity of the ship he offered. I at once told the Merchant, in the presence of my Broker, who accompanied me to his office, that my vessel carried 600 tons of coal or rather more. The freight was then arranged, and the deadweight-carrying capacity of the ship filled in as 600 tons. In order to prevent any dispute or unpleasantness, and before the ship was loaded, I procured certificates from parties who had previously chartered the vessel that she had taken a little over 600 tons coals. The vessel was loaded with a miscellaneous cargo of very heavy and very light goods, but what the real weight was it is impossible to say. The Captain, from the draught of water and his previous experience of the ship, was certain she had at least 600 tons weight on board. I produced evidence in support of this, although denying I was liable under the Charter for the 600 tons guaranteed, as the ship had loaded general cargo. The Merchants disputed my evidence, and deducted 80*l.* from the advance for alleged short weight. On my threatening proceedings, they paid in full; and after a long dispute with them, they agreed to reduce their claim to 40*l.*, and to refer the matter to an arbitrator. His decision has just been given, and appears to me contrary to equity and common sense. Although my Broker tells me he (the Arbitrator) is engaged in Shipping business, and represents him as a man of experience and judgment, he has actually decided that, although I stated the deadweight of my ship at 600 tons, and proved it beyond dispute, yet I am liable for that weight of general cargo (whether it be lucifers or iron, and there is a considerable portion of both, besides cargo of a similar nature), and ordered me to refund 34*l.* of the lump sum agreed as freight, and expenses of arbitration. SHIPOWNER.
Jan. 15, 1876.

[In a Charter-party it was stipulated that "one-half the cargo should be weight." The jury agreed that this meant weight as opposed to measurement, and not as opposed to lightness, and Baron Alderson held that the proper construction of the Charter-party was, therefore, that one-half of the cargo should be weight and one-half measurement goods.—("Ridgway *v.* Ewbank," Northern Circuit, Liverpool, *Shipping and Mercantile Gazette*, April 9, 1839.) Had it been a question of dead freight, the Shipowner's claim would have depended on whether so much cargo had been shipped as the vessel could conveniently carry—(The Balgownie—"Nichol *v.* Ellis," Common Pleas, *Shipping and Mercantile Gazette*, July 2, 1851); but where a vessel is guaranteed to load a deadweight cargo, the freight is calculated upon weight, and not on weight and measurement. The decision of the arbitrator was, in our opinion, wrong.]

CHARTER-PARTIES.

DEADWEIGHT CAPACITY.

SIR,—Much is said and written about a ship's deadweight capacity. Will you inform us what this exactly means? Is there any difference between what a ship has room to stow, that is, her capacity, and what she has room for but cannot stow, say of iron, or similar deadweight?
London, Feb. 9, 1876. SHIPBROKERS.

[Deadweight capacity does not mean that a ship shall stow and carry a cargo of any description, but weight as distinguished from light measurement goods. A ship with a deadweight capacity of 500 tons could not stow, and be seaworthy, 500 tons of bombastes or cork. Water is the standard of weight, and a ship should stow and carry her guaranteed capacity of goods exceeding that in weight.]

SECURITY FOR ADVANCES.

SIR,—A requires an advance on account of freight from B, with whom he is negotiating a Charter for his ship, which is a foreign one The vessel is to proceed in ballast to America, and there load a cargo for Europe. How can B be protected for his advance against A's creditors for supplies to himself or the ship? The advance is needed before the ship sails.—Yours, &c.,
FOREIGN SHIPMASTER AND PART-OWNER.
Liverpool, Oct. 11, 1876.

[To secure an absolute lien for advances is almost impossible. The best way is to have the ship assigned to the Agent of the person advancing the money, with power to collect the freight, to deduct the amount lent from the sums received, and to have the Bills of Lading indorsed to the effect that the amount advanced is to be paid to such Agent, no matter into whose hands the agency of the ship may fall. This, and an insurance or the personal security of a solvent party, if necessary, might make the loan comparatively secure.]

CASH ADVANCE AND NOTICE.

SIR,—I arrived off this Port on Saturday, January 20, but the Pilot would not take me in before 2.15 P.M. owing to the tide. The Custom-house closed at 3 P.M., consequently I did not get entered before Monday. I gave notice on the Saturday, at 3 P.M., that I was ready for the Monday, but the chiefs at the Agent's office not being there, it could not, I was told, be accepted until the Monday. They also referred me to the fact that the ship was not entered at the Custom-house (Charter says 24 hours after giving written notice). The ship having been turned over to another Shipper, I was told my notice could only be accepted from the Tuesday. On the 7th of February I tendered a notice that my vessel's days would expire at noon on the 8th, and I would claim from that time. 1st. Were they bound to accept my notice on the Saturday? 2nd. Could they turn me over to another house? 3rd. Ought I to have been paid the half-day Demurrage, as we did not finish until the 10th February at 8 P.M.? And 4th. Could they refuse to advance me cash for disbursements against the freight, as I was turned over? You will see by the Charter-party, enclosed for your perusal,

CHARTER-PARTIES.

that the ship is to be paid freight on Kurrachee Chamber of Commerce scale for steamers. Ought not that to be gross, as they charge their Commission and Brokerage upon that rate?—Yours, &c., A SHIPMASTER.

Antwerp, April 4, 1877.

[1st. The 15 working days for loading at Kurrachee were to be computed "24 hours from time written notice is given by the Captain to the Charterer's Agents." The notice on the Saturday of the steamship being at the command of the Charterer's Agents on the Monday would constitute the Monday the first Lay-day. 2nd. Under the Charter it was agreed that the ship was to be consigned to the Chartering Brokers' Agents, and no Consignee is named in the memorandum. 3rd. The half-day would count as an entire day. 4th. Cash for ordinary disbursements at Kurrachee, not exceeding in amount 700*l.*, was to be advanced at the current rate of exchange, free of interest, but subject to 2½ per cent. commission. This would be binding on the Charterer; but unless the Brokers who acted for the Charterer in England made their Agents in Kurrachee liable for the advance, the latter could not be compelled to advance the cash. The advance should only be credited with the insurance and 2½ per cent. commission. Any loss incurred through not advancing the cash would render the Charterer liable for breach of contract.]

DELAY ON A VOYAGE.

SIR,—I chartered a vessel for France, and she sailed, and put back to another Port through stress of weather. Since the time of her being in harbour there has been fine weather enough for another vessel of the same size to make a voyage to France, back, and discharge, and get over to France again with vessel still in harbour. Can I cancel the Charter, or in any way get recompense?—Yours, &c., CHARTERER.

Penzance, Oct. 24, 1876.

[If the delay arises from objects foreign to the venture, the Charterer, if the vessel is not laden, might cancel the contract; or if the goods are on board, he would have an action, and might recover damages, if absolute necessity for the delay could not be shown.—(See page 53, *Maritime Notes and Queries*, Vol. II.)]

DELAY ON THE VOYAGE.

SIR,—A vessel belonging to Ramsey was loaded with a cargo of salt on the 27th of August for me at Runcorn, and bound to Irvine. She has not yet arrived. Other vessels have left here, gone to Runcorn, come back again, sailed, and are now in Runcorn again since she was loaded. Have I any claim in a case of this sort upon the vessel? In the event of having any claim, how should I proceed? She is still lying in Ramsey, and fair winds for her.

Irvine, Sept. 18, 1877. JOHN WYLLIE.

[Any unnecessary departure from the shortest or most usual course, and any improper or unaccustomed stoppage at a Port, are deviations.—("Raine *v.* Bell," "Laroche *v.* Oswin," "Sheriff *v.* Potts," "Ashley *v.* Pratt.") A deviation without sufficient cause discharges Underwriters, and would give the owner of goods on board a ship that deviated a claim for damages if loss could be established in consequence of undue delay, or not sailing with a fair wind. Our Correspondent has no claim upon the vessel, but he may come upon the Owner for damages if he has sustained any by the delay.—(See page 6, *Maritime Notes and Queries*, Vol. III.)]

PART CARGO.—VESSEL DETAINED.

SIR,—I agreed to take in a full cargo of stones at Whitby for Grimsby, and have now got on board a little more than half. They refuse to give me any more, as the works are stopped through some impending lawsuit. How am I to proceed? The Shipper of the cargo told me to draw out an agreement, which I did, and handed it to him on the 8th of March to sign, and he was to give me a copy of the same to be stamped. All this was done in the presence of a witness. I have asked the Shipper to give me the copy every day since the 8th of March (Sunday excepted), but he says he has sent it to some other parties for them to look at, thereby stopping me from getting it stamped. How am I to proceed? ROBT. JOHNSON.

Whitby, March 16, 1876.

[By the copy of the Charter-party forwarded to us, we observe that the vessel was to be "laden by the 13th of March, or the Merchant to lighter the cargo down to the bridge." If the vessel was not loaded by the 13th of March, the other condition would take effect—namely, the cargo to be taken down to the bridge. This gives an implied permission to the Shipper to detain the vessel beyond the day fixed for finishing the loading. The Charter-party having been signed and acted upon, notice should be given that unless the loading is completed, the vessel will sail to Grimsby with what she has on board, and that the cargo will be held for chartered freight.]

STOPPAGE IN TRANSITU.

SIR,—A Merchant charters a vessel in the regular way through a Broker, to load a cargo of potatoes in a Port in the Moray Firth for London. The Merchant having failed to pay some of the farmers for the potatoes delivered to the vessel, they (the farmers) arrest the cargo on board. The Captain repudiates the arrestment, and when the vessel is loaded signs Bills of Lading and sails, and having arrived at the Port of discharge, delivers the cargo on being paid freight. The farmers now hold the Owners of the vessel liable to them for the sum arrested, since they failed to recover the price of potatoes from either Shipper or Consignee. Can the Owners of the vessel be held liable for the consequences of the Captain's repudiating the arrestment? and can they be held liable in damages to the amount of arrestment by the farmers, who delivered the cargo to the Shipper? OWNER.

Macduff, Feb. 28, 1876.

[There was no contract, express or implied, between the seller of the potatoes and the Shipowner. The Shipmaster would not have been justified in handing over to the vendor the goods in question without an order from a Court or receiving an indemnification. When goods have been laden on board a vessel, and Bills of Lading signed, the Shipper is entitled to receive them back again on paying the freight and landing charges, on delivering up the Bills of Lading, and guaranteeing the Shipowner against all claims by the Consignee.—(See letter "Stoppage of Cargo," page 117, *Maritime Notes and Queries*, Vol. I.)]

CONSIGNEE OF SHIP OR OF CARGO.

SIR,—I discharged a cargo of codfish at Genoa from Newfoundland, and on the voyage I made jettison. By the terms of the Charter-party (a copy of which I enclose) I must deliver the cargo to the holders of the Bill of Lading on being paid the stipulated freight, without any deduction as Commission; and there is, further, no clause in the Charter entitling the Receiver of the cargo or any other person to do the ship's business, and no mention made as to the consignment of the ship. I therefore, on my arrival at Genoa, appointed an Agent, who did all that was necessary in the matter of the Average. On applying to the Consignees of the cargo for my freight, they tendered the amount less 2 per cent. on amount of the Average, which they claim as Consignees of the cargo, and, as they consider themselves, of the ship also. Do you consider the Consignees of the cargo are also, as a matter of course, Consignees of the ship, although nothing to that effect appears on the Charter-

party; or was I justified in appointing an Agent, and is he entitled to the Commission on the amount of the Average?

Genoa, March 15, 1876. JAMES WILSON, Master.

[There was no stipulation in the Charter-party as to the consignment of the ship. The Consignee of a cargo has no right to constitute himself Consignee of the ship in the absence of any agreement.]

CONSIGNEE AND ORDERS AT PORT OF CALL.

SIR,—In *Maritime Notes and Queries* I do not see a case similar to my own. I arrived here for orders, consigned "to order" in Bill of Lading, and cannot trace my Consignee, either by advertising or writing to the principal Consignees of similar cargoes. The ship has spent all her Lay-days, and nearly all those on Demurrage. How am I to proceed afterwards? It would assist Shipmasters who are similarly circumstanced by having your opinion in your books of reference, which are read very often at sea by

JOHN C. DAVISON, Master of barque Mary, of
Falmouth, March 21, 1876. North Shields.

[The cargo of sugar cannot be discharged until the vessel has complied with the Custom-house Regulations. The Merchant Shipping Act, 1862, Section 66, provides that the term "Report" shall mean the report required by the Customs Laws; and the word "Entry" the entry required to be made for the landing or discharge of goods from an importing ship. The word "Shipowner" includes the Master of the ship and every other person authorised to act as Agent for the Owner, "or entitled to receive the freight, Demurrage, or other charges payable in respect of such ship." Where the Owner of goods from foreign parts fails to make entry, or, having made entry, to land or take delivery of the same, the Shipowner may at any time after that named in the Charter-party or Bill of Lading, or if there is no time for delivery stipulated upon, then after the expiration of 72 hours (exclusive of a Sunday or holiday) after the report of the ship, land and warehouse the cargo (Sec. 67) "subject to a lien for freight or other charges payable to the Shipowner to an amount to be mentioned in such notice; the goods so landed shall, in the hands of the wharf or warehouse-owner, continue to be liable to the same lien, if any, for such charges as they were subject to before the landing thereof." —(Sec. 68.) If the Charter-party gave a lien for Demurrage, the cargo could be held for freight, and any Demurrage incurred. At the end of 90 days the Wharfinger and Warehouseowner may sell the goods (Sec. 78) if the lien is not discharged; but before submitting the goods to auction the Warehouseowner must give notice by advertisement in two newspapers circulating in the district, or in one London newspaper (the *Shipping and Mercantile Gazette*), and in one local journal. Our Correspondent's case has the peculiarity about it that the ship is not at a regular Port of discharge, but only at a Port of call. When the Lay-days have expired, and the Demurrage-days also, if no lien is given for Demurrage, we would advise our Correspondent to consult a Merchant of experience in the Sugar Trade as to the propriety of discharging at Falmouth. If the place is not a convenient one for the disposal of such a cargo, then the vessel should go to the nearest and best market, and commence to discharge, and land the sugar, subject to the liens thereon. As a rule, in the event of no Consignee being named in the Bill of Lading, or none being found after advertising, it is a prudent course to communicate with the Shipper of the goods, or the Charterer, and ask for instructions, where this can be done by telegraph or without entailing any unreasonable delay. The Master of a ship is supposed to act with discretion and judgment, and to lessen the sacrifice of property by taking steps to guard the interest of the Shipper of the goods.]

PORT OF CALL.

SIR,—A ship arrived in Falmouth on Saturday morning, and the Master notified his arrival by the afternoon mail. The Charter stipulates that 48 hours after arrival the Lay-days are to count. When should they commence?

Falmouth, Feb. 18, 1876. G. C.

[If working days were agreed upon, the Sunday at the Port of call would not count. The orders should be received on Tuesday morning, and that would be the first Lay-day. Had the Master telegraphed immediately on arrival on Saturday, he might have received his orders by Monday morning.]

PORT OF CALL AND FINAL DESTINATION.

SIR,—A ship chartered to load in Bolivia had the following clauses in her Charter-party:—"Should the ship be ordered direct to a Port of discharge, instead of to a Port of call, the freight to be 2*s.* 6*d.* per ton less. . . . And should the ship not arrive at her Port of call before the 1st of Oct., she is not to be ordered to Copenhagen or north of the Elbe." Whilst loading, the ship was on Demurrage, and the Captain, seeing he might not arrive by the 1st of Oct., sent the Merchant a letter, stating that he would hold him responsible for all losses arising from the delay which would prevent him arriving in the Channel by the time specified. When the cargo was completed the ship was ordered to Copenhagen direct, there being at this time less than 100 days to arrive by the 1st of October. Ship did not arrive in the mouth of the Channel until the 5th of October. Was she bound to proceed to Copenhagen? If not, was she justified in making a Port of call to ascertain what other Port the cargo was to be sent to? And if the Owner afterwards consented to allow the ship to proceed to Copenhagen, what would be a fair and reasonable amount of extra freight to allow the ship, to include the extra insurance for breaking warranties (calculated to amount to 4*s.* per ton), and to compensate for the loss of time, risk, and extra wear and tear, she not being able to start until Oct. 20?—Yours, &c.,

Swansea, Dec. 27, 1876. SHIPOWNER.

[The ship did not arrive at her Port of call before the 1st of October, and therefore she could not have been ordered to the north of the Elbe; but the vessel would be at liberty to touch at a Port of call. The Charterer not being empowered to send the vessel to Copenhagen, the Shipowner would have to agree upon the extra terms with the parties who desire the cargo to be delivered at the Port named.]

PORT OF CALL AND FINAL DESTINATION.

SIR,—In your issue of Dec. 29 you were good enough to answer our letter relating to a ship arriving in this channel from Bolivia after Oct. 1. It has been inferred, however, that the question has not been stated with sufficient clearness. We would also mention that, at the time of chartering, the limitation of Oct. 1 was inserted at the special request of the Owner to avoid extra insurance on the ship and freight, as well as the extra wear and tear and delay that a 1,000 tons burthen ship would be liable to, not only in proceeding to Copenhagen after Oct. 1, but also on account of the detention of 30 or 40 days there, and afterwards on leaving it. We enclose for your inspection, with the Charter-party, a copy of a protest handed the Shipper by the Captain, complaining of the delay in loading and stating that unless the ship was loaded at a certain date he would not have time to reach his Port of destination. The ship was not loaded until a fortnight after the time referred to, and the Charterers argue that, because the Captain received orders and sailed direct for Copenhagen without further protesting, he was bound to go there. To this we reply, that as there were over 90 days left before the 1st of October, it was within the range of probability that the ship would arrive; that it was his duty to make the attempt; but that, no other orders being given

where to proceed in the event of the ship not arriving in the Channel by the time stated, the Captain had no alternative but to make a Port of call for orders. The Charterers further argue that, according to the wording of the Charter, they were at liberty to order the ship direct to Copenhagen, no matter what time of the year she would arrive. To this we reply that the options in the Charter should only be exercised when there was time for both to be reasonably practicable, and that it was never contemplated the ship should proceed from a Port of call (or from abreast of a Port of call) after Oct. 1; that the clause was inserted for a special purpose to protect the interests of the Owner; and that it would be without meaning if the Charterers' interpretation be correct. Under the circumstances, was the ship justified in putting into a Port of call for fresh orders, or was she obliged at any time of the year to proceed direct to Copenhagen?—Yours, &c., SHIPOWNERS.

Swansea, Feb. 8, 1877.

[The ship when chartered was on her passage from the River Plate to Callao, and after discharging her cargo at the latter Port she was to proceed to Mejillones to load for the United Kingdom, the Continent not south of Bordeaux, and not to be ordered to the north of the Elbe if arriving at a Port of call after Oct. 1, nor to the Baltic or Cronstadt after Sept. 1; but "if the ship be ordered to a direct Port of discharge on signing Bills of Lading, the sum of 2*s.* 6*d.* per ton to be deducted from the freight." For loading at Mejillones three running Lay-days (Sundays and feast days not to be considered as such) were to be allowed for every 100 tons of cargo, reckoning from the time the vessel was ready to receive, and 10 days on Demurrage. The ship was ordered direct to Copenhagen, and therefore was not bound to call at Falmouth or Queenstown. It was the intention of the Shipowner that his vessel should not be ordered to Copenhagen after arriving at a Port of call after Oct. 1. The ship did not arrive in the Chops of the Channel until Oct. 5, and this delay was occasioned through the Charterers not loading the vessel according to the terms of the agreement. If the ship was detained in loading 14 days beyond the Lay-days and Demurrage-days, that was a breach of the contract, for which special damages might be claimed; and if the detention prevented the Master from reaching the Channel, as contemplated, before the 1st of October, the Shipowner would be entitled to extra compensation in the shape of damages or of freight. The ship having been unreasonably detained, the Master would be justified in putting into a Port of call, and should not be compelled to go to Copenhagen.]

CHOICE OF PORTS.

SIR,—I loaded a cargo of salt for Gruitness and Sandsair, or Lerwick. Gruitness has been disposed of. Neither the Charter-party nor the Bill of Lading states which of the parties are to have the selection. Have I, therefore, or the Merchant, the option of choosing one of the two latter Ports?—Yours, &c., SHIPMASTER.

Lerwick, Oct. 25, 1876.

[It is customary in contracts of affreightment, where a choice of Ports is given, for the Charterer or his Agent to select which of the Ports he pleases.]

CUSTOM OF PORT.

SIR,—Our steamer Emma Lawson arrived in Hull Roads from Galatz at 6 P.M. on Friday, the 29th Sept., was docked about 5 A.M. on Saturday morning, and was reported as soon as the Custom-house opened the same day. By the Charter (a copy of which we enclose for your perusal), the Merchant had 12 running-days for loading and discharging cargo. We claim to count our discharging-days from Saturday morning, but the Receiver of cargo alleges that by the custom of Hull our days do not commence until Monday morning. As the vessel was under a general Charter, and not fixed specially for the Port of Hull, we contend we are not bound by any custom of that Port; and that therefore our days commence to count from the time of reporting.—Yours, &c.,

Whitby, Oct. 17, 1876. THOS. TURNBULL & SON.

[No mention of the custom of the Port governing the Lay-days is to be found in the Charter-party; and therefore the written contract must settle the question. The first Lay-day would be the Saturday.]

CRANE OR PORT.

SIR,—A vessel is chartered to discharge at a crane, or so near thereunto as she may safely get. The berth is admittedly a good one, but the ship can only come under the crane at spring tides. Do the days during which she lies waiting for water count as part of the Lay-days allowed for discharging?—Yours, &c., JAY E. DEE.

Newcastle, Nov. 27, 1876.

[The vessel having been chartered to discharge at a particular place where there is a crane, or as near to that place as she can safely get, and not to a Port, and there being no permanent obstruction to prevent the vessel getting there, and she can get up at spring tides, the Lay-days would not commence till the ship reached that place.]

ROUEN AND CONTINENTAL PORTS.

SIR,—I am informed that in chartering vessels "to Ports on the Continent between Hamburg and Brest" the Port of Rouen is considered excluded; in other words, that a Shipowner whose vessel is chartered as above can refuse to obey an order for the ship to discharge at Rouen. 1st. Is this correct? 2nd. On what authority is Rouen excluded? 3rd. What course ought to be adopted to remove the exemption?—Yours, &c., A YOUNG SHIPOWNER.

Newcastle, Nov. 7, 1876.

[1st. Rouen is not a Port on the coast between Hamburg and Brest, and has never, to our knowledge, been treated as such in Charter-parties. Rouen is 57 miles up the Seine, and the cost of towage upwards has always been so great as to cause the cargoes to be charged with half the expenses. 2nd. On the authority of custom. 3rd. The exemption can only be removed by adding after "Hamburg and Brest," in contracts of affreightment, the words "Rouen included."]

BILBAO PORT AND CHARGES.

SIR,—Seeing Bilbao is growing into such an important place for steamers, will you inform me—1st. Whether it be true that vessels drawing over 11 feet cannot load afloat in the place? 2nd. Whether vessels exceeding 10 feet cannot safely cross the bar except at spring tides, and that many steamers have been detained so long as a week waiting for water? 3rd. Whether the steamer is required to pay a duty on the cargo of four pesetas per ton, or, if not, what is the duty?—Yours, &c., VEDRA.

Sunderland, Dec. 6, 1876.

[1st. The larger class of vessels load or discharge at Portugalete, at the entrance to the River Nervion, or at Olaveaga, four and three-quarter miles up from the bar, or at San Nicolas, where they can lie afloat. Bilbao is seven and three-quarter miles from the bar, and vessels of nine feet draught can get there on the top of spring tides, or seven feet on high-water neap tides. At Bilbao ships load aground. 2nd. The bar at the mouth of the Nervion is influenced by prevailing winds, but at the top of the best spring tides the Pilots, if the sea be smooth, will take a vessel in drawing 14 feet. At high-water neap tides, with a sea on, no vessel could safely enter drawing more than 10 feet. Steamers must consequently be detained if they draw over 13 feet. 3rd. The Spanish dues on Shipping are divided into three

CHARTER-PARTIES.

classes. The first class comprises the Home or Coasting Trade, and the trade between Ports or places in the Peninsula and the Balearic and Canary Isles and penal settlements in Africa, and the dues on vessels in this class are 7½*d.* (75c.) per ton of 1,000 kilogrammes, to be borne by the Shipowner, and on all kinds of goods landed 5*d.* (50c.) per 1,000 kilogrammes, to be paid by the Merchant. In the second class are included all vessels between the last-named Ports, and any others in Europe or on the Asiatic and African Coast of the Mediterranean, and in Africa on the Atlantic Ocean as far as Cape Mogadore. The dues on vessels in this class are, per ton of 1,000 kilogrammes, 1*s.* 0½*d.* (1 peseta 25c.); and the tax on the third class, comprising Ports not before mentioned, is 2*s.* 1*d.* (2 pesetas 50c.)]

ADJACENT PORTS.

SIR,—We recently chartered a vessel for three trips from London to the Bristol Channel. By a clause in the Charter-party the Owners were allowed to take a return cargo "to London or adjacent Port." Which Ports do you consider are adjacent to London? and can the French Ports of Dieppe and Havre be justly considered as coming within this definition?—Yours, &c., MERCHANTS.

London, May 8, 1877.

[The vessel was ostensibly chartered for coasting voyages, with liberty to the Owners on the return passage from the Bristol Channel to bring cargoes to London or an adjacent Port. The Continental Ports would not be included in that arrangement. The Ports which may be regarded as adjacent to London are Rochester, Ramsgate, Colchester, Harwich, and Ipswich.]

WISBEACH AND EAST COAST PORT.

SIR,—One of my vessels was chartered at St. Malo to load a cargo of wheat for a good and safe Port on the East Coast of England, orders on signing Bills of Lading. These were afterwards made out for Wisbeach and inadvertently signed by the Master. Is Wisbeach a good and safe Port on the East Coast? and if not, have I any remedy against the Merchant for extra freight?—Yours, &c., ALPHA.

Yarmouth, May 25, 1877.

[Wisbeach is a good and safe Port for vessels of a suitable draught of water, and for chartering purposes would be held as an East Coast Port.]

HULL AND GRIMSBY AS COAL PORTS.

SIR,—With the following clause in a Time Charter-party, "Until her re-delivery to Owners in the same good order and condition as when accepted at a Coal Port in England or Wales," can a steamer properly and legally be returned to the Owners at Hull or Grimsby? Are you aware of any legal decisions establishing without doubt that Hull and Grimsby are Coal Ports to all intents and purposes?—Yours, &c., SUBSCRIBER.

London, Feb. 12, 1877.

[Under the Charter quoted the ship could be delivered at any coal-loading Port in England or Wales. At Grimsby and Hull coal is shipped in large quantities, and therefore they are coal-loading Ports. We do not, however, know of any legal decision in which the Humber Ports have been declared to be coal-lading Ports within the language of Charter-parties, if our Correspondent refers to Baltic charters, and the old custom in relation thereto which referred to the Ports between the Tees and Blyth.]

PELOTAS.

SIR,—What sort of place is Pelotas, near Rio Grande do Sul, to send a ship to? Draught of water? Are dues heavy?

Oct. 12, 1877. SHIPOWNER.

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[Pelotas, or San Francesco de Paula, is situated on the Lake dos Patos, about 24 miles N.W. from Rio Grande do Sul. As the Port of Rio Grande do Sul stands at the mouth, and is formed by the outlet, of the lake named, the Sailing Directions for the navigation and the entrance to that inland sea apply to Pelotas. There is a depth of water sufficient for moderate-sized vessels up the lake to Pelotas; but the loading or discharging accommodation is not extensive. As no vessel ought to take the bar at Rio Grande do Sul, or proceed up the lake, without a Pilot, the charges are enhanced to that extent; but the Port expenses are not excessively high.]

EAST COAST OF IRELAND.

SIR,—My vessel was chartered to load a cargo of wheat or grain at Cronstadt as per enclosed Charter. On calling at Elsinore, she was ordered to Waterford. Is Waterford considered the East Coast of Ireland, and, if not, what extra freight (if any) would I be entitled to? OWNER.

Macduff, Oct. 5, 1877.

[Waterford faces South, and is not, therefore, on the East Coast of Ireland. The East Coast of Ireland ends at Carnsore Point.]

GLOUCESTER AND BRISTOL CHANNEL.

SIR,—The old question appears to have been again asked in a recent number of your Paper, "Is Gloucester considered a Port in the Bristol Channel?" and to have been on this occasion answered by you, "Gloucester is not a Port in or on the Bristol Channel, but on the River Severn." I must ask you again, as I did some 15 years ago, is Bristol a Port on the Bristol Channel? I contend that on any principle excluding Gloucester, Bristol, which is situated on a tributary of the River Severn, is still more absolutely excluded; and, on similar principles, Newport, Bridgwater, Swansea, and even Cardiff, are also not in the Channel. Bristol has felt herself to be so far up her tributary stream, that she has planned the extensive, but unfortunate, works at the mouth of it, where it debouches into the River Severn, some eight miles below her own docks. Be it remembered that the same roadstead of Kingroad is common to Gloucester and Bristol, and that the tide that bears one ship into Bristol Docks bears the other by her side into Gloucester.—Yours, &c.,

HENRY WADDY.

Gloucester, Aug. 29, 1876.

[The Bristol Channel Pilotage Act, 1861, names Newport, Gloucester, and Cardiff as Bristol Channel Ports for Pilotage purposes; but, in the language of Charter-parties, Gloucester is not considered to be a Bristol Channel Port. Gloucester is described in M'Culloch's Geographical Dictionary as "a River Port of England on the east bank of the Severn."]

THE PORT OF HULL.

SIR,—Is Hull an East Coast Coal Port?

London, April 20, 1876. SHIPBROKERS.

[Hull is not a Coal Port within the language of a Charter-party. The Coal Ports include all Ports between the Tees and Blyth.]

BRISTOL PORT AND DOCK.

SIR,—I am interested in a large steamer now on passage from the Black Sea to United Kingdom for orders, with grain. Should she receive orders to discharge at Bristol, and arrive at Kingroad at neaps, could she, in your opinion, claim to discharge at the Avonmouth Dock; and further, could the authorities at the dock compel the steamer to allow them to discharge cargo, their tariff being as much again as what other Stevedores are asking?—Yours, &c.,

Bristol, Feb. 28, 1877. A STEAMSHIP OWNER.

[The steamer would have to go up to Bristol if the Merchant wishes to discharge her there, and the master would

have to wait the rise of the tide to proceed up the Avon. The authorities at the Avonmouth Dock could not compel the Master to stop and discharge there.]

EAST LONDON.

SIR,—As the columns of your Paper are always open to the publication of matters interesting or profitable to the Shipowner, I take the liberty of addressing you on the subject of the Port of East London, in the Cape Colony, my only object in so doing being to prevent any unwary Shipowner from being led into a trap, as I and my co-partner have been. The place is quite unfit for anything but very small craft to go to. There is no harbour and all ships must lie out in the open sea and discharge into lighters, which can only be done in calm weather; and some idea may be formed of the climate when I say that one vessel lay there 83 days, and out of that time she had only 22 days of weather such as they could work in; and, to make matters worse, there are few lighters to be had to discharge the ships with. I think it my duty thus to make known the prospect there is for anyone sending their steamers out to such a place, which must be my excuse for thus trespassing on your valuable space.—Yours, &c., THOMAS ROBSON.

North Shields, Sept. 6, 1876.

[There is water on the Bar for vessels drawing 8 feet, and 16 feet in the anchorage ground inside the mouth of the river.]

ROCHESTER AND THE EAST COAST.

SIR,—Does Rochester belong to the East Coast of England?—that is to say, can a Merchant order a ship to Rochester if she is chartered to the East Coast of England? or does Rochester belong to the river of London?—Yours, &c.,

Konigsberg, Feb. 11, 1877. GUSTAV MOELLER.

[We have always understood that the East Coast of England, in the language of Charters, extended from the Thames to Berwick-on-Tweed. In the case, however, of the Jutland (s), "Bailey and Leetham *v.* Woodhams and Levy" (Queen's Bench Division, *Shipping and Mercantile Gazette*, Feb. 7, 1877), certain Shipowners gave evidence to this effect; but two or three Corn Merchants were produced by the defendants, who stated that they had sold cargoes to Rochester paying East Coast freight, although there had been disputes about the rate. The jury held that Rochester was on the East Coast, in direct opposition to the finding of the jury in the case of "Faulding *v.* Walker" (Northern Circuit, York, March 1850), that the East Coast is understood to extend from the Thames to Peterhead. The point must therefore be regarded as still unsettled.]

EASTWARD OF USHANT.

SIR,—There is a difference of opinion as to the Dock Dues payable upon a vessel sailing hence to Bordeaux and arriving from that Port under the enclosed printed list of rates. The Shipowner maintains that Bordeaux is included in the wording of the clause, quoting 5*d.* per ton, as it reads—"Any Port or place in Germany, Holland, Flanders, France, to the eastward of Ushant;" and certainly Bordeaux is a Port in France eastward of Ushant. On the other hand, the Aire and Calder Navigation maintain that Bordeaux comes under clause "all other foreign Ports and places," and should be charged 9*d.* per ton. If the clause had specified Ports on the North coast of France to the eastward of Ushant, no question could have arisen; but it is contended that the reading of the clause includes Bordeaux as entitled to be charged only 5*d.* per ton, that Port being in France, to the eastward of Ushant. Should Bordeaux, under this printed form, be charged 5*d.* or 9*d.* per ton? SHIPOWNER.

Goole, Dec. 14, 1876.

[The French Coast from Ushant to Calais lies to the E. and N.E., and from Brest to Bordeaux the direction is S. We are of opinion that it was not contemplated in the

above-cited clause to include Bordeaux as a Port to the eastward of Ushant.]

CRANE BERTH.

SIR,—A vessel is chartered to load a cargo of coal at a usual crane loading berth, and the Charter runs thus:—"Vessel to proceed to a crane berth at Leith, or so near thereto as she can safely get, six working days for loading." The ship was ready to go to the crane berth, but as other vessels were in turn she could not get there. The Merchants were prepared to send the coal alongside, but were prevented as the vessel had not got alongside the crane She lay 10 days waiting her turn, and when she got alongside the crane she was loaded in two days. The Merchants insist that they were not bound to find the crane berth, and that the words "or so near thereto as she can safely get" have only reference to her being ordered to a berth where she had not water. Besides, it is the duty of the Captain to book his vessel and pay a fee for securing his turn for a berth. On the other hand, the Owners assert that they went as near to the crane berth as they were permitted, and so far fulfilled their part of the contract. Do you consider this a case for Demurrage or not?—Yours, &c., SUBSCRIBER.

Glasgow, Aug. 9, 1876.

[The vessel was to proceed to a crane berth, or so near to a crane berth as she could safely get; and when she reached as near thereto as she could safely get, the Lay-days would commence.]

CHANGING BERTHS.—VESSEL AGROUND.

SIR,—1st, the Charter-party I hold states my ship is to lie afloat at the lowest tide. She is never afloat at that interval. The Pilot moored me in a berth, and on arrival there the Merchant remarked that it would be more advantageous to lay alongside his warehouses, where he could receive the cargo with greater facility. I did so, and moored my vessel a mile further up the river. After a few days' working in unloading he wants me to drop astern, as my vessel in her position lies between two of his sheds, to be opposite one warehouse and then pull ahead to be opposite another. As I explained above I repeat here, that my vessel grounds and lists at all low tides in her present berth, which spot is imagined to be one of the deepest in the river. Am I obliged to move my vessel about as above mentioned at the beck and call of the Merchant, and, if compelled to do so, at whose expense? 2nd. From date of arrival at my berth in harbour I have 17 Lay-days, 10 of which have expired already. In the interest of my vessel, I have always remonstrated with the Merchant about "slow work." A couple of days ago I received a letter in which the Merchant writes to me that the ship is being discharged slowly, and he is ready to put on another gang. On calling on him to come to an understanding about this proposal, he remarked that I was to provide an extra Meter and extra hands, besides my Crew and present Meter gang. The Crew muster, all told, 12 hands, nine of whom are effective, and are now at work at the cargo. The three others are myself, Cook, and a boy. The Meter gang consists of four men. Am I bound to provide an extra Meter gang and extra labour, besides my Crew and Meter on board at present, at the request of the Merchant, or has he to provide the extra labour if he wishes to effect the discharge quicker than it is being actually done? In case these expenses are to be borne by the Merchant, and he avoids them, I suppose my Demurrage-days can be claimed without doubt immediately my Lay-days expire, viz. in seven days?—Yours, &c.,

CAPTAIN OF A FOREIGN VESSEL OF

Yarmouth, Dec. 28, 1876. 886 TONS REGISTER.

[1st. For the convenience of discharge, the Master should move his vessel; but when there is no stipulation to change berths, the expense of doing so falls on the receiver of the goods. 2nd. The Merchant is entitled to take the whole of the Lay-days in unloading; and if the Shipowner desires his vessel to be despatched before those days have expired, any charges incurred through extra Meters or labourers must be paid by the Master of the vessel.]

CHARTER-PARTIES.

WEIGHING AND FILLING EXPENSES.

SIR,—My vessel lately arrived at Havre with a cargo of phosphate in bulk from Curaçao, West Indies, and the Receiver, who acted as Agent for the Charterers, refused to receive the cargo without the Captain weighing it. This the latter did under protest, in order not to detain the ship. On settlement, the Receiver refused to pay the weighing expenses, 7½*d.* per ton, and deducted from the freight 1*s.* per ton for filling baskets in the hold. The Captain had a Stevedore employed at 1*s.* per ton to discharge the cargo. The freight was paid, but the 10*d.* deducted for the filling from the same, and received under protest. On applying to the Receiver for the 1*s.* 5½*d.* per ton, he replies that all his documents were forwarded to the Charterers in London. What is my best course to take, and can I sue the Charterers in London for the 1*s.* 5½*d.* per ton, as I had a Stevedore employed to discharge, and the Consignee sent men to fill without any orders from the ship? In fact, you could not tell if they were Stevedore's or Merchant's men. Times are bad enough, but if ships are to be fixed with such charges as these it is time they were laid up.

Swansea, Sept. 24, 1877. SUBSCRIBER.

[The cargo, according to the Charter-party submitted to us, was to be taken from alongside at the Merchant's risk and expense, and the Captain or Owner was to appoint a man to superintend and check the weighing during discharge of the cargo, "for account of and at ship's expense, who shall supply buyer's and seller's Agents daily with copies of the weights of the day's discharge." The cargo, therefore, was to be weighed, and the Shipowner would have to bear the cost. If the Master employed Stevedores to do the work, he should not be compelled to pay for other labourers; and in this country those who engage men are liable for their wages. A lien was given on the cargo for freight and Demurrage, but the phosphate having been delivered, the Bill of Lading holder may be sued for the freight withheld.]

RAILWAY TERMINUS.—QUAY.

SIR,—An English Merchant chartered a steamer to load ore, to be discharged in Glasgow "where ordered." The Shippers in Spain insert in the Bill of Lading—"to be discharged at the Railway Terminus Quay." The Agent for the steamer two days before, and on the day of arrival, applied to the Harbour Master for a berth at the Railway Quay, but was refused on account of the ground for laying down the ore being occupied for the erection of a large coal crane there by the authorities more than three months previous to the charter. The Captain, on his way up the river, stops opposite the Railway Quay, but was ordered away to a berth about half a mile further up. The rails do not extend as far up, and the ore is discharged where ordered by the Harbour authorities. The Receiver may incur cartage if he wishes the ore forwarded by rail. On whom should the cost of such cartage fall? The English Charterer instructed the Owner, through his Broker, in case the discharging of the ore at the Railway Quay was not allowed, to raise a protest and discharge elsewhere, which protest has been duly attended to. A SHIPOWNER.

Leith, June 8, 1876.

[The vessel was chartered to deliver a cargo alongside a quay, where the Merchant was to take delivery. If the vessel cannot use the quay, and the goods have to be carted, the expense of land carriage would fall on the Charterer.]

HIRE OF UNSEAWORTHY VESSEL.

SIR,—I agreed with a company for the working of a steamer for 12 months by the shares, and to pay out of the gross earnings all wages, coals, Port charges, and ordinary wear and tear. Out of the net earnings two-thirds shares were to be given to the company. After the steamer was loaded the Surveyor for the Board of Trade gave the Manager for the company notice that the engines and boiler should be repaired, but this was not done. I was told to get her to sea. I then got what was required in regard of coals and other stores for the ship's benefit to go to sea, and sailed, but was compelled to put back to the same Port, where the Mortgagee has taken possession of her. There being no registered Managing Owner for the steamer, and not being able to work her through the repairs not being done, am I responsible for the debts incurred on the vessel to get her to work, or is the Manager for the company responsible?—

Yours, &c., RESPONSIBLE.

July 31, 1876.

[The vessel having been loaded, and the agreement acted upon, before her unseaworthy condition was discovered, the hirer of the steamer would be liable personally for all debts contracted by him, and he would have his remedy against the Owners.]

SPANISH MERCANTILE LAW.

SIR,—Our vessel was chartered to a Spaniard to trade between two Spanish Ports, and completed her work to the satisfaction of the Charterer. The hire of the vessel was payable monthly, and in advance, and we requested that the Captain should receive as much of the money as was necessary for payment of wages &c., while the remainder was to be remitted to us. The Charterer complied with the former request but not with the latter, and when the Charter was completed an account was rendered by the Captain, and a demand made for the payment of the balance. The only answer we received was that an embargo was laid on the steamer until we repaid all the money given to the Captain for wages &c., paid to him on account of the Charter money. The Charterer says he is a money lender, and must be repaid what he lent (?) to us before he listens to any claim of ours for payment of the hire of the vessel! We objected to the jurisdiction of the Court on the ground that a clause in the Charter-party stipulated that if any difference arose it was to be settled "by arbitration in London," and also because another clause stipulated that "the Charterer was to have a lien on the vessel for all money advanced but not earned." We have a letter and accounts from the Charterer himself, admitting that he owes us money, if he is compelled to pay for the hire of the vessel. The Spanish Courts decided that they had jurisdiction in the matter, but soon after arriving at this decision a new President was appointed, who sent for and informed us, unofficially, that the vessel ought never to have been seized, and that had the petition been presented to him he would not have granted it. Notwithstanding this, we could not get him to release the vessel; and as every attempt we made only involved us in additional costs, for which we received no benefit, we recalled the Captain, who, before coming away, informed the Court that as they refused to release her he left her in their custody, and held them responsible for her safety. The Court then proceeded to take an inventory of her stores &c., and we heard very little more about her until two months ago, when she took fire and was burnt to the water's edge. 1st. Is the Spanish Government not responsible for the loss; and if not, who is? 2nd. If it is responsible, how is payment to be enforced? 3rd. Should the Foreign-office not assist?

London, March 4, 1876. THE OWNERS.

[The Charterer undertook to pay the amount stipulated for monthly, and in advance, allowing the Master to receive so much of the amount as he required for ship's use, and then the Charterer was to pay over the balance to the Owner of the ship. If the Charterer advanced money before the commencement of a monthly charter, or the payment became due, he would be entitled to interest on the same, and would have a right of action under the contract. On the other hand, if the advance of cash was made out of the chartered money when due, there could be no cause of action, and the proceedings would be frivolous and vexatious. 1. The Owner of the ship should have insured her, or have arranged for doing so with the Spanish authorities. We doubt whether the Spanish Government could be made liable for the destruction of a vessel pending a decision in a Court of Law. 2. If the Charterer has wrongfully caused the detention of the ship, he might be made liable for the loss. 3. It would be a case for the intervention of the Foreign-office.]

CHARTER-PARTIES.

RAINY DAYS AND HALF DAYS.

SIR,—Is a rainy day a working day? If a Merchant works half a day, does that count for a whole day? Three working days are stipulated for in my Charter-party. I commenced on the 23rd, and worked half a day yesterday.

Sandwich, May 25, 1876. MASTER OF A COASTER.

[Rainy days fall within the stipulation of running days or working days, and cannot be excluded like Bank holidays, Sabbath-days, and Good Fridays. It is possible to work cargoes on wet days if proper covering shelter is provided. At page 11, *Maritime Notes and Queries*, Vol. I., as also at p. 34, Vol. II., it will be found that our advice has been that wet days reckon in the Lay-days unless they are excluded by contract; and in the *Shipping and Mercantile Gazette* of March 8, 1876, in the Appeal cause of "Thils *v.* Byers," Court of Queen's Bench, the Lord Chief Justice, Mr. Justice Archibald, and Baron Pollock confirmed this opinion, and held that the Charterer, in naming the days, had accepted the risk. Half-days count as whole days, both in Lay-days and Demurrage, there being no stipulation in Charter-parties for parts of days or hours.]

NOTICE OF TRANSHIPMENT.

SIR,—We shipped goods as per Bill of Lading. After the lapse of about two months the receiver in Riga returned the Bill of Lading (enclosed for your inspection), stating that the steamer had not arrived, and must be lost. On making inquiries, we found that the goods were transhipped at Hull into another steamer, and stored in the Custom-house at Riga, causing a heavy loss. Were the Owners of the steamer justified in not giving us proper notice of the transhipment, and have we any redress against them?—Yours, &c.,

Newcastle, April 24, 1877. WM. J. TAYLOR & CO.

[The goods were shipped on board a steamer at Liverpool for Riga, with permission to tranship at Hull. As the Bill of Lading was made out in the name of a particular ship, it is our opinion that notice should have been given to the Shipper of the goods, or to the Bill of Lading holder, if either of their addresses were known, of the transhipment. There was neglect shown in not informing the parties interested of the transfer, and therefore the Shipowners might be made liable for the extra expenses incurred.]

MERCHANT REFUSES TO LOAD.

SIR,—I chartered my vessel to go from Portsmouth to Barfleur for potatoes, and back to Portsmouth. When I arrived the Merchant declined to load the vessel, but for what reason I know not. I lay my six days and then loaded for Plymouth at a reduced freight, and by so doing was a loser of 8*s.* per ton. Can I claim the deficiency and Demurrage? C. PARNELL.

Portsmouth, Jan. 2, 1876.

[The Demurrage incurred in waiting for the cargo, and the loss sustained by the lower rate of freight, might be recovered from the Charterer of the vessel.]

ADVANCES TO SHIPMASTERS.

SIR,—Are Charterers justified in making heavy advances to Masters of vessels in foreign Ports when not stipulated for in the Charter-party, and after having acknowledged receiving funds from Owner's Agents for ship's disbursements?

Swansea, June 1, 1876. A SUBSCRIBER.

[Charterers are not justified in making advances to Shipmasters without authority and on the security of the freight.]

SAILING FROM PORT.

SIR —On the 11th of January I sold to a party in Middlesborough a cargo of pit props, at a certain price, for sailing on or before 25th January, with the stipulation that if the ship were detained from sailing until after the 25th the price to be reduced 8*d.* per 100 feet. Now the ship, with the cargo mentioned, was loaded at Christiania in the fall of the year, and, to be clear of ice, went to Drobak, a place about 16 miles off, and lay there until ordered to sail. A day or two after I had disposed of the cargo as above, I telegraphed out, ordering ship to proceed not later than the 23rd January to give good time. It now appears from the log-book that, agreeably to my instructions, the Captain got all the men on board, also provisions, on the 20th, when she was quite ready to proceed, and on the 23rd the ship was shifted from her moorings, and lay in the roads to catch the first opportunity for leaving. It, however, happened that there was no wind, and consequently the ship could not get away; but just about the 31st inst. the wind became favourable, and on that day she got to sea, a distance of about 60 miles, and then completed her voyage with all possible speed. Taking everything into consideration, I consider I am perfectly justified in claiming the price for sailing before the 25th, but the buyer declines to settle without having the 8*d.* deduction. There was no clause in the contract relative to wind or weather, but I presume allowance is to be made for such, seeing that the ship was all ready several days before the 25th inst., and lay in such a way as to leave with the very first chance. Enclosed I hand you a copy of the vessel's Charter-party.—Yours, &c., ANG. ELLINGSEN.

Leith, March 6th, 1877.

[We are of opinion that if the vessel left the place of mooring in the harbour whereat she loaded, and proceeded to the roadstead with her papers in order, that would constitute such a sailing as to render the agreement binding on all parties.—(See "Commencement of Risk," *Maritime Notes and Queries*, page 55, Vol. II.)]

LUMP SUM AND DIVISION OF PROFITS.

SIR,—Is not a Shipowner whose vessel is chartered for a lump sum and a division of profits entitled to a copy of the manifest and freight list?—Yours, &c.,

London, Sept. 7, 1876. A SHIPOWNER.

[The Shipowner would not be entitled as a matter of right to have copies of the manifest of cargo and freight list, but he should be shown both if he desires to see them; and in the event of the Charterer declining to permit a verification, a claim for a percentage in excess of the sum offered might lead to an order of the Court for their production.]

STRIKES OF PITMEN.

SIR,—Upon the 12th of July I chartered my steamer upon the terms of the enclosed Charter-party. On the 17th of July the Lay-days commenced at 6 A.M., and the loading was completed on the 21st at 5.20 P.M., in all 107 hours 20 minutes. From this it is agreed to deduct 15 hours for bunkers, thus leaving 21 hours for my claim for Demurrage. The Charterers refuse to pay, for the reason that upon the Monday (July 17) there was a mass meeting of the colliers, which prevented any work at the colliery. Are the Charterers justified in their refusal to pay? They contend that the clauses you will observe underlined cover them from any liability. If you are of opinion that the clauses do not relieve them from their liability to pay, please quote any case you know decided in any Court. Bear in mind the working of the colliery was stopped upon the 17th of July in consequence of the mass meeting, called by some two or three of the men's leaders; but upon this day, through a quantity of coal being already upon the deck, the steamer was worked, that is, the coal was being shipped all day the very day the Charterers claim to deduct.—Yours, &c., A SUBSCRIBER.

Nov. 18, 1876.

[When a ship is placed at the command of a Charterer it is assumed he has a cargo ready to load.—("Kearson *v.* Pearson," November 1861.) The Charterer in our Correspondent's case is exonerated from finding a cargo "in case of riot, commotion of keelmen, pitmen, or any hands striking

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work." If it can be proved that the coal could not be brought down for shipment on July 17 in consequence of a commotion among the pitmen, that would exonerate the Charterer, but if coal was raised and available, and might have been supplied, the Shipowner's claim for Demurrage would hold good.—(See cases at page 98, *Maritime Notes and Queries*, Vol. III.)]

SWOLLEN GRAIN.

SIR,—I arrived here from Galatz with a cargo of maize, and the ship put out 70 qrs. over the Bill of Lading quantity, including 10 qrs. damaged. On claiming freight the Merchant refused payment for more than the Bill of Lading quantity, on the ground that the cargo was heated. The cargo certainly is warm, but only the natural heat, and that it is impossible to prevent on a sailing passage from the Black Sea, but no damage has accrued to the cargo therefrom. Nothing was said to me during the discharge about the cargo being heated. I take it that the term "heated" means when the cargo is damaged through heat; and I also think that, if it was really heated, notice ought to have been sent me, and a survey held to note the extent of it, instead of which it was taken as good cargo, with the exception of 10 quarters.—Yours, &c., SHIPMASTER.

Dover, Oct. 10, 1876.

[The Charter-party sent to us for perusal stipulates that should "the whole or any part of the grain or seed be delivered in a heated or damaged condition, and the receivers of such cargo claim to deduct half freight upon such damaged or heated grain or seed, it shall be in the Owner's option to allow the same, or to be paid full freight upon the quantity of cargo shipped according to Bill of Lading." The Merchant, having elected to pay on the Bill of Lading quantity, is entitled to settle on those terms, and no claim can be made for freight on the extra quantity caused by heating.]

"FREE FROM ON BOARD."

SIR,—By the enclosed Charter-party and Bill of Lading, is the Captain bound to deliver his cargo? The law compels him to pay his crew off on arrival here.—Yours, &c.,

Rochester, Oct. 4, 1876. G. & T. W.

[The Charter-party sent to us for perusal states that the cargo is "to be taken from on board the vessel at her place or Port of discharge," and the Bill of Lading provides that "the whole is to be taken from on board in three working days." There is no stipulation as to the Consignee having to lift the cargo from the hold on to the deck. Instead of the usual condition that the goods shall be taken free from alongside, it is stipulated that they shall be taken free from on board. When the cargo is on deck the Merchant should then receive it. The Captain would be bound to deliver his cargo on deck in bulk or bags as received.]

CROWDED DOCK AND BAD WEATHER.

SIR,—A steamer was chartered to load and discharge as fast as she could receive "and deliver." Under this Charter (1st.) Is a Merchant responsible for finding a berth in the case of a crowded dock? (2nd.) If the ship works, or wishes to work, night and day, is a Merchant obliged to receive at all times, in all weathers, and to weigh cargo as delivered? The cargo is wood.—Yours, &c., L. S.

Newport, Feb. 20, 1877.

[1st. The Charterer or Consignee would be liable for all detention arising from the crowded state of a dock, or not finding the ship a berth.—(See page 81, *Maritime Notes and Queries*, Vol. II., and "Tapscott v. Balfour," Common Pleas, Nov. 23, 1872.) 2nd. Delays from bad weather would fall on the Charterer. A Merchant is not compelled to work a ship after the regular hours. If the wood has to be weighed, the weighing should take place before it is carried away from the side of the ship after landing.]

COLLISION.

RISK OF BEACHED VESSEL AND CARGO.

SIR,—A Merchant freighted a vessel to deliver a cargo of coals over the side on the main. He arrived off her destination on a Saturday, when the Master landed, and saw the Merchant, who informed him that he could not take the cargo until Monday morning. The Master returned to the vessel, beached her at high water, and offered to deliver the cargo to the Merchant, but the latter was unable to receive it at the time he had named. The vessel remains on the main with the cargo on board. At whose risk is the vessel and cargo?—Yours, &c., T. & C.

Dec. 7, 1876.

[If the vessel was chartered to discharge on an open sea beach, and the Merchant was bound by his agreement to take to the cargo on arrival, the Master would have been justified, through the breach of the agreement, in sailing away to the nearest safe place, or to land the cargo. The vessel would, however, be at the risk of the Shipowner, and the cargo at the risk of the Merchant.]

KEEL OF EARTHENWARE.

SIR,—I chartered a vessel for a cargo of earthenware (in bulk and about 80 crates) for a lump sum, the Merchants taking the Captain's guarantee for the vessel's capacity; but on her arrival alongside the pottery, they measured the hold, and the said measurement gave 8,300 to 8,400 cubic feet. As they have always had allowed and taken as their basis 1,008 cubic feet for a keel of earthenware, they dispute the vessel's capacity. The Captain, however, going by "Harrison's Freighters' Guide," maintains that 850 cubic feet being the space for one keel, she is even more than guaranteed.

Sunderland, Feb. 18, 1876. A SHIPBROKER.

[There is no such measurement as a keel of earthenware. The keel applies only to coal as a measure of weight.]

COLLISION.

TUGS AND LIGHTS.

Article 4 of the International Steering and Sailing Rules enacts that steamships, when towing other ships, shall carry two bright white masthead lights; and Article 5 provides for the lights of sailing ships underweigh or being towed, but is silent as to ships propelled by steam when the steam is up and they are in tow of a tug. "Every steamship which is "under sail and not under steam is to be considered "a sailing ship; and every steamship which is under "steam, whether under sail or not, is to be considered "a ship under steam." This does not meet in precise terms the case of a steamship with her steam ready for use, but in tow of another steamer. A tug lashed on to a ship is to be taken as part of the ship; and a defence, in the event of a collision, which is open to the ship is likewise open to the tug—(The *Brothers v. the Fingal*, Constantinople Supreme Court, Dec. 27, 1870). A ship in tow and the steamtug are to be considered as one vessel, the motive power being in the tug, and the governing power in the vessel that is being towed—(The *Cleadon*, Dec. 20, 1860). That seems clear enough, but it has to be governed by other circumstances. In the Canadian appeal case of the *Silver Cloud*, March 21, 1873, the Judicial Committee held that during a fog on the St. Lawrence, when a tug was damaged by the ship in tow, through stopping the former—the Master of the ship in tow not having

given the order for the tug to stop—no damages could be recovered. But where a ship in tow was damaged through the Master of the tug attempting to cross a vessel beating up the Thames, and thereby coming into collision, the Owner of the ship that was damaged and in tow could not recover compensation from the Tugowner on account of the Pilot's neglect to give proper directions to the tug. The ship in tow had a licensed Pilot on board, but the question of non-liability in that respect was not argued—(The *Energy*, Admiralty Court, London, March 9, 1870). These, and many other actions relating to tugs and ships in tow, do not in any way affect the Regulations as to the lights of vessels in tow; for it has been decided that ships being towed must display the green and red starboard and port lights, like sailing ships. Sir R. J. PHILLIMORE, on May 30 and 31 this year, had a case before him in the Admiralty Court, of a steamer with her steam up being towed by a tug, and receiving damage by colliding with another steamer. The *King Richard* (s) arrived in the Mersey from Baltimore, and had to anchor till the early morning tide would enable her to dock. Under the Pilot's orders she had her steam ready, and a tug made fast ahead to render assistance. There was a gale of wind blowing from the W.N.W. to N.W., and the ship, not having got into a proper position, was ordered off by the Dockmaster to an anchorage in the river. When abreast of St. George's Landing-stage, with her head N.W., she was about to anchor, and had lost all way, when the green and masthead lights of the *Athlete* (s) were seen from 300 to 400 yards off on the starboard bow. Those on board the *Athlete* made out the masthead and green lights of a steamtug, and immediately starboarded. This might have proved a safe and proper course, but shortly afterwards another light was seen, and thereupon the engines of the *Athlete* were ordered to be turned full speed astern under a port helm. This step had not the effect of averting the contact, and the result was an action in the Court of Admiralty. It was pleaded on the part of the *Athlete* that the damage was done through the *King Richard* exhibiting a bright white light to starboard instead of the green as required by the Rules. The Court blamed the persons in charge of the *Athlete* for the collision, for when a tug was descried with her masthead lights up, it might have been taken for granted that she had a vessel astern in tow. The *Athlete*, it was held, should have stopped a minute or two in order to place beyond doubt whether the tug had a ship in tow or not. Some misconception as to the light probably prevailed, and although the Court were satisfied that the green light of the *King Richard* was duly displayed—"the other "vessel might have rendered it less distinguishable "than it otherwise should have been." The judgment of the Court, however, proceeded on the inference that the *Athlete* was carelessly navigated, inasmuch as, on making out the two lights at the masthead of the tug, no effort was made to discover whether she had a ship in tow. We now come to the question bearing on the lights of a steamship with her steam up. When the *Athlete* was turning to starboard under a port helm, and shut off her green light and opened her red light, the engines of the *King Richard* (the steamer in tow) were reversed at full speed, and the tow-rope of the tug was let go. When it was ascertained that the *King Richard* was so badly injured as to be likely to founder, the Master of the tug was hailed to make fast again in order to beach the ship. Here, then, was an instance of a steamship being towed with steam at command, but without sails. If she was not using the steam it would be blowing off, and this might possibly lead to a mistake, unless it could be quickly made out that the *King Richard* had no masthead light up. The Court said that at a certain time in the morning all the three lights were out, which means, we presume, that they were in their right places. If there were three lights, one of them would be the masthead light, and this would denote a steamer underweigh (Article 3). If two ships under steam are crossing so as to involve risk of collision, the ship which has the other on her own starboard side is to keep out of the way (Article 14). Both vessels were alike in this respect, for they had green to green; but when a collision appeared inevitable, the ship in tow proved the command of mechanical power by backing astern, so as to allow the other steamer to cross ahead, if practicable. This accident happened in compulsory pilotage waters, but on a river where Port rules of navigation are much needed for the protection of Shipping and the lives of people crossing by thousands daily in the ferry-boats. In this case the plea of tug and towed being one did not arise; but the Tugmaster having been called upon to take the *King Richard* in tow again after the disaster, succeeded, in an action, in recovering 500*l*. Salvage for the services rendered to the damaged steamship. As a test case it is worthy of consideration, for points of law and of steering are involved of great importance.—*August* 21, 1876.

LOSS OF CHARTER BY COLLISION.

Sir R. J. PHILLIMORE, in the Admiralty Division of the High Court of Justice, on the 1st of August, delivered a judgment in a collision case—the *Cheviot* v. the *Star of India*—which involved the question as to whether the wrongdoing party was liable for the loss on a beneficial Charter-party that could not be carried out in consequence of the disaster. The Registrar and Merchants had disallowed the loss as being too remote and uncertain, but the learned Judge overruled that decision, and referred the case back for consideration and adjustment. The Owners of the *Star of India* admitted their liability, and the only question, therefore, for the Court to determine was that of damages. The Owners of the *Cheviot* claimed for a loss of earnings, and this led to a difference of opinion, in the adjustment, between the Registrar and the Court. At the time of the collision the *Cheviot*, which was in the Madras Roads, was under Charter to take a cargo from the Coromandel Coast to London, at the rate of 55*s*. per ton, net weight delivered, and was heaving short in order to proceed to Gopaulpore, the first or only Port under the Charter. What she would have carried would have been a dead weight cargo. The collision occurred on the 1st of May 1875, and as the *Cheviot* was so damaged that she could not possibly reach Gopaulpore

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by the 10th of May, the Charterers, in accordance with a power given to them to that effect, cancelled the Charter. By the time the *Cheviot* was repaired the season had nearly closed and freights had fallen. The *Cheviot* was not sufficiently ready to take in cargo till the 4th of July, nor sufficiently repaired to proceed to sea till the 13th of July. On the 4th of July the *Cheviot* could have been chartered, it was said, for a similar voyage to that on which she had been chartered, at the rate of 45*s.* a ton, but she could not have sailed for the Ports of loading till on or after the 13th; instead thereof she was loaded at Madras on and after the 4th of July at the rate of 45*s.* per ton of measurement goods. There was, it will be seen, a positive contract in existence under which the ship should have taken on board a cargo, and we cannot understand how such an agreement could be deemed as a loss too remote to be recoverable. Demurrage, or compensation for the detention of vessels while under repairs, is always allowed, but there is, of course, a wide difference between the usual 4*d.* per registered ton daily and the freight under a Charter-party. Sir R. J. PHILLIMORE justly remarked that the Shipowner not only lost his chartered freight, but suffered from the non-employment of his vessel during her forced detention of sixty-five days. The Owners of the *Cheviot* did not claim the full freight under the Charter in addition to the 4*d.* per ton allowed for Demurrage, but the actual loss of freight, or the difference between the two Charters. The case got mixed up with the principles governing insurance adjustments; but in all collision causes the indemnity is entire and complete. The injured party must be paid the full extent of the damages, though by this he may receive a greater benefit—such as new for old—than mere indemnification—(The *Gazette*, Admiralty Court, May 3, 1844). The Demurrage must be rightly calculated on the ground of what would have been, according to the best evidence obtainable, the probable earnings of the vessel during the period of detention—(The *Matchless*, Admiralty Court, Dec. 1, 1846). There may be a claim for direct loss, as repairs or damage, or for compensation as consequential loss, as where a vessel might have been beneficially employed—(The *Catherine* v. the *Clarence*, Admiralty Court, May 14, 1850). Dr. LUSHINGTON said he remembered no case where, a vessel being totally lost, any claim was made beyond her value; but though he disallowed the probable earnings of a fishing vessel, he guarded himself by stating that he did not intend to try to pronounce such a rule as a general principle governing the Court—(The *Columbus*, March 9, 1849). A smack might possibly be hired on a fishing venture, and then there would be an agreement capable of being adjudicated upon. The charter of a fishing vessel by the day, week, or hour, or by the voyage, would be a definite contract, and a document containing the terms of such an agreement could be produced as evidence in Court of loss of earnings; and in all probability it was this distinction Dr. LUSHINGTON had in his mind when he disallowed a claim founded on the average earnings of a fishing vessel as separate from that of a special Charter-party. There is also a difference—as here shown—between compensation in case of total loss and where a ship is repaired. Expectation of profit alone will not found a substantial claim for anything more than Demurrage.

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When an intended voyage was broken off in consequence of a collision, the estimated profits were not allowed against the wrong-doing vessel—(The *Labuan* (s) and the *Sarah*, October 1856). Lord STOWELL and Dr. LUSHINGTON have both held that an injured party should be indemnified for all loss, and placed pecuniarily in the same position that he would have been in provided no damage to his property had happened through the negligence or want of skill of others. Taking this dictum to guide us in the case of the *Cheviot* v. the *Star of India*, it is clear that the damaged ship was detained sixty-five days through the collision, and for that loss of time Demurrage, in the ordinary acceptation of the word, would be due; but a freight at 55*s.* per ton was likewise lost, and a Charter at the lower rate of 45*s.* per ton had to be accepted. This was a loss of 10*s.* per ton, but a saving in time, wear and tear, and charges, by loading at Madras, where the ship was repaired, instead of sailing for the Coromandel Coast. The Registrar should have struck off from the 10*s.* per ton the calculated saving from the vessel not having to change Ports, and allowed the difference to the Owners of the *Cheviot*, instead of which, all the loss under a written agreement was dismissed as too remote to establish a claim for compensation. Sir R. J. PHILLIMORE, in our opinion, has placed the matter on what appears to be a just basis, and we concur in the view he has taken of the question of perfect indemnification.—*August* 12, 1876.

LIGHTS OF TUGS IN TOW.

From what has transpired in Courts of Law during the present year, taken in connection with collisions which have occurred with ships in tow, it would appear that there must be some misconception as to whether a tugboat should give way to a sailing vessel. The International Steering and Sailing Rules provide for steamships meeting sailing vessels, and for sailing vessels meeting steamers; but there is no positive regulation to govern a tug when towing. It is said that a rule should be made expressly to meet the case of double vessels; for, when a sailing ship is in tow of a steamer, two vessels are fast to each other, exhibiting different kinds of lights. They are not, like one vessel, independent, and therefore the tug is hampered by the vessel behind her carrying headway through the water, and the ship, not having any canvas set, is not under control. There is a class of men who fancy they can improve upon the International Regulations, and some of these landsmen and amateur reformers have pitched upon the tow and tug to show how very defective the Rules are. A tug-boat, we have always insisted, is a steamer, and, as such, is bound to give way to a sailing vessel when practicable, and to observe Articles 13 to 17 respectively. It would be possible to make a new rule to meet the case of tugs, but, looking to contingencies of every kind, we are of opinion that any attempt to confine the actions of a tug would end in adding to the loss of life and property. Those who are in charge of tugs should understand that they command steamers, and it is their duty to give way to sailing vessels when they can do so with comparative safety. There are instances where the hawser can be slipped and the tug get out of the way, but there may not be water enough, or time, or distance, to

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keep the ship in tow out of danger. Tugmasters have often to meet trying difficulties. They cannot, on a sudden emergency, back astern and stop the speed of the ship they are encumbered with, and, this being so, the vessel astern has to be as much avoided as another they have to keep clear of. Any hard and fast regulation, therefore, must not be applied to tugs in tow. The rules should be left as they stand at present, and as they were interpreted by the Judicial Committee of the Privy Council, December 20, 1860, in the case of the *Cleadon*, namely, that "it is the duty of a tug, if possible, to get out of the way of a sailing vessel." The whole law is expressed in these few words. If a tug can give way she has to do so, but those in command are not expected to perform impossibilities. It is said that the tug has the sole control of the movements of both vessels, and, consequently, ought to be responsible for all damage, she being the motive and governing power. This is a doctrine open to endless controversy. The fact is, that the tug and tow are one for certain purposes, but every cause of disaster must be determined strictly on its merits. The motive power is in the tug, but not on board the ship in tow, and therefore, the twins in law being divided and flexible, no inflexible law can bind them. Sir R. PHILLIMORE said, in the course of arguments laid before him, that there was no authority for holding that a steamer could, by reason of such towing, avoid her obligation to keep out of the way of a steamship, and this ruling has been acted upon in numerous judgments. These tug cases have taken up more time in the Admiralty Court than any others—(*vide* the *Zephyr*, June 1, 1864; the *Zenobia*, July 27, 1865; the *David Cannon*, March 16, 1865). The collision between the *American* and the *Syria* went on appeal to the Judicial Committee of the Privy Council, and their Lordships were occupied on July 10, 11, 14, and 24, 1874, in listening to the pleadings of counsel. The decision arrived at was in strict conformity with former judgments, although it, perhaps, defined the several liabilities to the parties in such suits more clearly than had been done before. Their Lordships came to the conclusion that a steamship, when towing another vessel, was within the meaning of the "Regulations for Preventing Collisions at Sea" relating to steamers, and was not, though in a burthened condition, altogether absolved from the duty of keeping out of the way of a sailing vessel; still, allowances should be made, under the circumstances of the case, for the comparatively disabled state of the encumbered steamer, and hence the duty of additional precaution on the part of a sailing ship on approaching a steamer so embarrassed. No law could be better defined than this, for it is exceedingly bad seamanship for a Pilot or a Master to approach a vessel in tow, or the tug ahead, as though they were as free as his own ship to manœuvre in any direction. Common sense should tell a Shipmaster that two vessels cannot be guided as easily as one. A sailing ship ought not to be steered on to a tug, or the vessel in tow, simply because it is the duty of a steamer to give way, for it should be borne in mind that a tug is not always able to haul the ship in tow clear even if she could get out of the way herself. The point of law brought prominently forward was in relation to the liabilities of the tug and the tow. Usually the tug is the servant of the tow, and the tow is answerable for the negligence of her servant, and is, for some purposes, identified with her. In the case of the *American* and the *Syria*, however, the position of a servant did not exist. The steamers belonged to the same owners, and the Master of the one took the other, when disabled, in tow, because he considered it was a duty to his employers, and also with a view to get Salvage on the cargo of the vessel towed. There was no evidence of his having been hired by the Captain of the disabled steamer, or of his having acted in any way under the control of the latter. The governing power, said their Lordships, was wholly in the tug, and the motive power likewise. This differed materially from the ordinary state of affairs when the governing power is in the ship towed and the motive power in the tug. There was, it will be seen, a certain peculiarity in the case of the *American*, for hers was not an ordinary engagement to tow. As regards, however, the duties of a sailing ship on approaching a vessel in tow, the Court decided that she should hold her course unless a departure from it was necessitated by special circumstances to avoid immediate danger. In plain language, this implies that the Master of a sailing ship must not run into a tug or vessel in tow when he sees, on approaching close enough, that they could not, if desired, give way. This is only a legal construction of Article 19, which enacts that, in obeying the Rules, due regard must be had to all dangers of navigation, and to any special circumstances rendering a departure from the Regulations necessary in order to avoid immediate danger. The Rules are explicit enough when read by the light of nautical experience. A late disaster, however, proves that the law of the sea is not rightly understood, or otherwise the Master of a sailing ship would not have pressed a tug so closely as to drive her ashore, so that he might act in conformity with the Rules. A careful review of all the leading cases tried in the Admiralty Courts within the past twenty years will convince any person of reason that the spirit of the Rules with respect to tugs and tow is not observed in practice. When tugs might have given way they have neglected to do so, and sailing ships have been steered across the bows of tugs when the tug and tow could not, by the most skilful management, turn aside. It is evident, therefore, that the Rules are right enough, but they require to be better understood.—*October* 7, 1876.

DAMAGES AND COSTS IN ADMIRALTY.

SIR,—A Norwegian barque having in December last been run into by an American three-masted schooner, a High Court judgment was obtained for damages and costs in favour of the Norwegian barque to the amount of 1,183*l.* 18*s.* 7*d.* for damages done, the costs being up till now about 200*l.*, but the American vessel having at first only been arrested for 800*l.*, for which bail was given, and having left before a proper estimate of repairs could be obtained, her Agents declined to pay any more than 800*l.* The American corresponding Owner has a great number of vessels under his command, of which he owns himself many shares, and of which there are continually ships in this country. Since the above 800*l.* were paid two vessels of the same corresponding ownership were arrested, and the shares belonging to the corresponding Owner put up for sale by auction, by order of the High Court, but owing to the difficulty of transferring this property into English hands no bidders could be found, and the vessels had to be released, as the other Part-Owners would have claimed damages for detaining their property. How are we to obtain the balance

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due to the Norwegian vessel, amounting to about 580*l.*?—Yours, &c.,

THE AGENTS FOR THE NORWEGIAN VESSEL.

Swansea, July 17, 1876.

[Shares in foreign-owned vessels, to give the holders a legal title, must be registered in the State to which they belong, and it may not be competent for foreigners to be registered as shareholders in a State in which they are aliens. If, therefore, the vessel which did the damage does not come again within British jurisdiction, our Correspondent would have to take proceedings in the Admiralty Court in America, or else in a Common Law Court in the States, and produce the English judgment.]

ADMIRALTY COURT PROCEEDINGS.

SIR,—Damages have been caused to my vessel to the amount of 50*l.* to 100*l.*, by the fault of the Commander of one of her Majesty's cutters. I proposed taking proceedings in the County Court having Admiralty Jurisdiction in the Port where the damage was done, but the Admiralty Proctors object, and insist upon my proceeding, at an enormous unnecessary expense, in the High Court of Admiralty. Have the Admiralty Proctors any right to do this, or can I proceed in the County Court? SHIPOWNER.

Aberayron, June 8, 1876.

[Under Section 3 of the County Courts Admiralty Jurisdiction Act, 1868, any County Court having Admiralty jurisdiction has power to try and determine any claim for damage by collision in which the amount claimed does not exceed 300*l.* The High Court of Admiralty may order the cause to be prosecuted in the County Court (Sec. 7), or the Judge of a County Court may transfer a cause to the High Court (Sec. 8). If proceedings are taken in the High Court of Admiralty which might and ought to have been taken in a County Court, no costs are allowed unless the Judge of the High Court certifies that it was a fit and proper case to be heard before his Court (Sec. 9). We would advise an application to the County Court having Admiralty jurisdiction within the district, and leave the Judge to determine the question.]

ADMIRALTY AWARD AND COSTS.

SIR,—Two years ago I had a vessel in collision in the Mersey with a French barque. My vessel being in fault, I offered the Frenchman what I considered a reasonable amount for damage done. He refused to accept my offer, and claimed more than double the amount. My vessel was bound here, and on her arrival a writ was put on her for a considerable sum. They took the case into Court, and I paid into Court the amount I offered them previously. On the case being called on for hearing, and I not having any security from them, my solicitor asked for security, in case the expenses were given against them (the plaintiffs). In the presence of the Judge the plaintiff's solicitor said he would undertake the payment of the expenses. The case having been gone into, the amount paid into Court exceeded the award, consequently the expenses (the decision of which was reserved until the following Court) were given in our favour, but up to this time I have never been able to get our expenses from the solicitor for the plaintiffs. He said he sent the money on to his client's solicitors, and although I have applied numerous times, I am informed that they have never heard of the Frenchman since. Who is liable to me—the solicitor here or the Frenchman who cannot be found?—Yours, &c.,

Whitehaven, Dec. 27, 1876. A SHIPOWNER.

[The solicitor who took the money out of Court was bound to apply it in the terms of the decree. If he has done so, and in doing so the fund is exhausted, our client has no redress; and if he has not, he (the solicitor) is accountable to our Correspondent for the difference.]

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DOCKING AND COLLISION.

SIR,—On shifting my vessel—the Benita—from the South Basin to the North, with a steamtug ahead and a licensed harbour Pilot on board, I came into collision with a barge, which had only one man on board, and was lying in the fairway of vessels going into the North Basin. Am I liable for the damage done, and to what extent?—Yours, &c.

T. D. WELSH, Master of Benita.

Swansea, Dec. 8, 1876.

[Masters of vessels requiring to bring their ships within the harbour are compelled to employ a Pilot for that purpose, and to pay rates according to register tonnage; but Pilotage is not compulsory in moving vessels within the docks. The vessel having been in charge of a Pilot by compulsion of law the Owner of the ship is not liable, and the owner of the barge must look to the Pilot for the recovery of damages to the extent of the latter's bond.—(See Swansea Pilotage Act, and Section 862, Merchant Shipping Act, 1854.)]

COLLISION BETWEEN FOREIGN SHIPS.

SIR,—A Swedish ship, on her voyage from America to Russia, had the misfortune, in the Channel, off Dover, to get into collision with a Norwegian barque. This barque received damage and went to Dover Harbour. The Swedish ship lost her foreyard, and proceeded to Dungeness for fixing the same. When she was at anchor there in the open roads an embargo was laid upon her, in consequence of the Captain of the Norwegian barque having made a claim against the Master. On account of the dangerous position at Dungeness Roads, the Swedish ship left there and proceeded to the Downs with the Government officer on board, and anchored there about three miles from shore. Here the embargo remained in effect, and the ship got detained from the middle of May to the end of this month by the English authorities. The Master of the Swedish ship went ashore and stated that he had done the damage, and that he was willing to pay for the same, as estimated by the Surveyors, on arriving at the Port of his destination. No notice was taken of this offer. The Swedish ship had to stay under embargo until the Owners had sent the amount which was claimed by the Norwegian barque. As the accident between both ships belonging to foreign countries took place in an open sea, had the British authorities the right, the Swedish ship not having entered an English Port, to lay an embargo upon her and the cargo? And if the authorities had the right of doing so in any case, would it not have been prudent, on account of other property being detained by this embargo, to have had the settlement effected at the Port of destination by the Consular Agent, when the Master of the Swedish ship guaranteed to pay the claim out of his freight after arrival at his destination?—Yours, &c.,

June 19, 1876. N. N., Merchant.

[If the vessel, when off Dungeness, was beyond the three-mile limit, we are of opinion that the British authorities would not be legally empowered to detain her at the suit of another foreigner. When in the Downs, if the foreign ship was brought within the jurisdiction, it would rest with the Courts of Law to determine whether, if the arrest was illegal off Dungeness, it would be valid when the ship arrived in the Downs. It is admitted that the Swedish vessel was the wrongdoing ship, and therefore the Master of the Norwegian vessel would have the right to apply for an order of arrest if the former was within British jurisdiction.]

CREW'S WAGES AFTER COLLISION.

SIR,—Our ship was run into by a steamer off Whitby and damaged so much that we had to bear up for Hartlepool. The Master of the steamer has acknowledged his liability and ordered the repairs of our ship to be done. What amount of recompense are we entitled to for doing the work and the detention? We were bound to Rochester, in a sailing ship, by the voyage. THE CREW.

Hartlepool, Jan. 11, 1876.

[In all cases of collision, the party condemned to pay the

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damage, and being the wrongdoer, must make full compensation. This includes towage into Port, if necessary, and the "indemnity for loss of time during detention should be made up to the date when, with due diligence, the repairs might be completed, and such loss is to be estimated according to what would have been certain or most probable to have been obtained by the employment of the ship if there had been no collision"—(The Inflexible, Admiralty Court, Feb. 14, 1857); and the claimant "is to be put in the same position as if no collision had occurred"—(The Gazelle, A.C., May 8, 1844). The Crew therefore would be entitled to extra remuneration in proportion to the time lost on the voyage.]

DAMAGED IN TIER.

SIR,—My vessel was moored in a tier on a beach where there is no Harbour Master, and there was a vessel moored before mine, but not square with the tier. A few days after it came on rough weather, and the first in the tier received a little damage by fouling my vessel, although the Master had been told to square his ship, but did not do so. There was no one on board either vessel. The Master of the ship that fouled mine wants me to pay for the damage. Am I bound to do so?—Yours, &c., A SHIPMASTER.

March 7, 1877.

[If the facts are as represented, our Correspondent would not be liable for the damage done. There should have been some one on board the ships when they were afloat to guard them against accidents.]

SHIP IN TOW COLLIDING.

SIR,—My vessel was sailing down Channel on a fine night, close-hauled on a wind on the starboard tack, with the regulation lights burning, when the look-out reported the masthead and the green lights of a steamer which was towing a vessel. When getting close, the steamer ported her helm and showed her red light, and then we also ported and showed our red light. The tug crossed our course, and the ship in tow struck us on the port bow, doing our vessel much damage. Was not the steamtug and ship in fault in endeavouring to cross our bows? A SHIPMASTER.

London, April 18, 1876.

[If the green and masthead lights only were visible, the tug must have been coming up obliquely abeam and to port of the vessel on the starboard tack, or standing in a direction to cross ahead. If the tug's green light and the close-hauled vessel's green light were open to each other, the tug must have been sufficiently to starboard and ahead of the sailing vessel to have gone clear herself; but whether the ship she was towing could have done so is a question of relative distances. If the tug eased and ported in order to pass astern, the luffing up of the sailing vessel might have defeated the manœuvre. If the person in charge of the tug ported the helm of that vessel, and brought the ship in tow towards the bow of the close-hauled sailing vessel, and the porting of the sailing vessel did not in any way contribute to the collision, and was only resorted to in extremity, the Owner of the ship in tow would be liable for the damage incurred.]

CLOSE-HAULED SHIP.

SIR,—My vessel, the Uller, of Laurvig, arrived in Scrabster Roads a few days ago bound for Thurso River. On Friday morning last I got underweigh, and on coming towards the bar and seeing vessels coming out, I waited outside with my vessel till half an hour's ebb, when I proceeded to take the bar. Just as I was about the bar, and where I had no room to stay or wear, I saw a schooner coming down the channel (which is rather narrow), and to avoid a collision I ported my vessel's helm, whereby she took the ground by the heel. The other vessel came into collision with mine, and carried away the jibboom and some headgear. My vessel was on the starboard tack close by the wind; the other had the wind free. Thurso is a place where there are no rules or regulations for vessels frequenting the Port.—Yours, &c.,

L. OLSEN, Master of the schooner Uller.

Thurso, March 19, 1877.

[The vessel which had the wind free should not have been manœuvred so as to have driven the close-hauled ship ashore; and her Owners would therefore be liable for the damages incurred.]

COLLISION AND SHAREHOLDERS' LIABILITY.

SIR,—1st. Can the reserve fund of a Steam Navigation Company be seized in the case of their steamer having, by negligence, caused damage to another to a greater extent than her own value? 2nd. To what extent are shareholders responsible (shares fully paid up) under similar circumstances? It must be understood that the Company is registered under the Limited Liability Act.—Yours, &c.,

Cardigan, Sept. 28, 1876. W. E.

[1st. The reserve fund of a Company would form part of its assets, and in the event of an order of a Court for payment being issued, any property belonging to it might be attached. 2nd. The shareholders would have to contribute to the cost of winding up under the Joint Stock Companies Act, 1862.]

FOULING AT ANCHOR.

SIR,—In the case of one vessel fouling another in a river whilst at anchor, have the Owners of the vessel damaged to give notice of survey before they can claim anything? In case they neglect to give notice, but at once proceed and repair the damage, is their claim still good for the amount of damage as per their bill? CONSTANT READER.

Liverpool, May 6, 1876.

[It is customary to give notice of damage in order that the Owner of a wrong-doing vessel may protect his interests; but the neglect of ordinary usage in this respect would not invalidate a claim.]

GROUNDING ON ANCHOR.

SIR,—A tugboat was lying at anchor in the Mersey in a proper and customary berth, when a collision occurred between a screw steamer and a steam flat. The latter was found to be in a sinking state, and the men in charge ran her for the shore or bank. Before reaching the latter, however, she sank upon the tugboat's anchor. On attempting to get the anchor the chain cable parted close to the anchor. Can I recover the value of the lost anchor from the Owners of the screw steamer? or should I claim from the Owners of the flat? TUGBOAT OWNER.

Liverpool, June 28, 1876.

[The wrong-doing vessel would be liable in the end, but the Owner of the flat would be the person to sue, as that was the vessel that did the damage to the cable of "Tugboat Owner."—(See page 44, *Maritime Notes and Queries*, Vol. I. and the Sisters, Admiralty Court, July 9, 1875.)]

LOSS OF LIFE.

SIR,—Can I claim compensation under the following circumstances?—My late husband was Second Mate of the John Dixon (s), which was sunk by collision in Malta Harbour by the Queen Annie (s). The collision took place at 4 P.M., and the John Dixon was run aground, as they all thought at the time. It proved afterwards that only the fore part of her had been aground. Two hours and a half afterwards she suddenly slid and sank. At the time of her sinking there was an Agent on board for the Underwriters, and some eight or nine of the Crew. The Agent directed those men how to save the ship's stores. My late husband and two others being in the cabin, they went down with her. Those who were on the deck jumped overboard, some being picked up by boats and others swimming to the shore. At the trial I

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hearing that the survivors were putting in claims for clothes lost, went up to Newcastle and saw the Secretary of the Tyne and Wear Steam Shipping Company, who was manager for the Underwriters, and told him I wished to put in a claim for life. He said he could take a claim for clothes, but not for life. I told him I could not put in a claim for clothes, as I had got my husband's clothes, except his boots or shoes, and if he, who was never out of the boat, could save his clothes, why did not those other men save theirs, there being ample time—two hours and a half—to do so? He refused to take any claim for life. They did not settle at the first trial, and it was taken to a higher Court. It is now finished, the John Dixon gaining the trial. The Underwriters are now paying those men for their clothes. The clothes I got were no use to me; in fact I sold part of them to pay for the passage of them from Liverpool. I was left with three children—the eldest eight years and the youngest three years—to make a living as best I could. My husband held a Master's certificate, and was once rewarded by the Underwriters for services rendered in a case of shipwreck when he was Captain. If they award for services and for clothes, why will they not award for life? They tell me it was not compulsory for my husband to remain. I know that; and had he been aware the vessel was in danger of sinking, I fully well know he would not have remained; but they all thought and expected she was aground?—Yours, &c.,

March 24, 1877. A WIDOW.

[Although the vessel was aground at the bows for two and a half hours, the Court held that her sinking was attributable to the collision; and therefore, if the loss of the ship was due to the collision, the loss of life would be due to the same cause, and the wrongdoer would be liable.—(See pages 63 and 64, *Maritime Notes and Queries*, Vol. III.)]

STEERING RULES AND LOOK-OUT.

SIR,—On the 16th inst. I was beating up the Firth of Forth, and would have collided with a British schooner, which was running before the wind, if I had not sheered my vessel up, to leave him just time enough to pass under our bow, but he did not seem to take any notice of us. If we had collided it would have been his fault entirely. Soon after this a Norwegian barque came in company with a crowd of vessels, but there was no one on deck except one man at the helm. This time it was impossible for me to prevent a collision, so I hailed him, and some people came out from the cabin and some from the forecastle, and the vessel was sheered up and went under our stern, but very near. If I had not shouted to him I am quite certain we should have been in contact. It is really shameful how careless many Shipmasters are about their business and look-out when at sea. Is there no fine for being so careless if reported to the authorities?—Yours, &c., A FOREIGN MASTER.

Charlestown, May 22, 1877.

[Under Section 27 of the Merchant Shipping Act, 1862, all Masters of ships are bound to obey the regulations, and in case of wilful default the Master of any ship who infringes them is liable to be criminally proceeded against, and to "be deemed guilty of a misdemeanour." In case any damage to person or property occurs through the non-observance of the Regulations, "such damage shall be deemed to have been occasioned by the wilful default of the person in charge of the deck at the time" (Section 28); and unless circumstances make the departure from the Rules necessary, the ship by which such Regulations have been infringed shall be deemed to be in fault.—(Section 17, Merchant Shipping Act, 1873.)]

ANCHOR LIGHTS.

SIR,—On a ship entering the Port of Falmouth at night-time, with her side lights burning and Pilot on board, there were vessels lying at anchor inside the entrance, and the Pilot and others on board the ship were looking out for their lights, so as to keep clear and get a berth. They perceived something close to the bows, which proved to be a ship lying at anchor with no light. The order was given, "Hard astarboard," and by this means the ship was just cleared; but this led to a collision with another ship close by, also lying at anchor, and having her anchor light burning. Who is the proper party to pay for damage done? Is there any law that will compel Shipowners or Masters to put up these anchor lights, to be used at night on board ships lying at anchor in Port? Is there any penalty for omission?

Falmouth, Sept. 22, 1877. E. S.

[The Owner of the vessel lying at anchor without exhibiting a light would ultimately be liable for the damage done to the third vessel—(see page 44, *Maritime Notes and Queries*, Vol. I., and the Sisters, Admiralty Court, July 9, 1875)—but if proceedings were taken against the Owner of the ship which had the Pilot on board, and she was not an exempted vessel, the Pilot might be sued. For infringing the Regulations an offender is held to be guilty of a misdemeanour, and the non-observance of the Rules renders the person in charge of the deck responsible.—(Sections 27 and 28, Merchant Shipping Act, 1862.)]

BREAKING ADRIFT IN PORT.

SIR,—While my vessel was lying at Old Land's Quay taking cargo on board, in this river, another vessel came down to complete her loading after mine was finished, and moored right opposite. During the flood at night she, floating forward first, carried away her bow-rope, and, having no breastfasts out, fell across bow on to my small boat and smashed her all to pieces. His vessel's bow anchor went through my vessel, causing both pumps to be kept going till the leak came above water on the ebb. The other vessel sustained no damage except to her small boat. What damages can I claim, having to order a new boat?—Yours, &c.

Dalbeattie, Aug. 28, 1876. SHIPOWNER.

[If the outside vessel was not properly secured and attended to, her Owner would be liable for all the damages incurred.]

SUNKEN VESSEL.—OWNER'S LIABILITY.

SIR,—A vessel of 200 tons sinks one of 50 tons, and the Crew of the latter are drowned. Admitting the floating vessel is in fault, how does the sunken vessel recover compensation? Will it be on her own or on the tonnage of the vessel that sinks her? R.

Lowestoft, Jan. 18, 1876.

[The Owner of the wrongdoing ship would be liable to the extent of 15*l.* per gross register ton of his own vessel. That would be the limit of his liability to the Owner of the lost vessel, the Owner of the cargo, and the representatives of the lost Crew. If the 15*l.* per ton will not cover the aggregate claim, the amount would be distributed rateably.]

REVENUE CUTTER AND FOUL BERTH.

SIR,—How ought I to proceed to recover the amount of damage done to my vessel under the circumstances here stated? My vessel was at anchor, and had been for several days in the same place in Milford Harbour, when a Revenue cutter moored alongside of us, and gave my vessel a foul berth, doing us considerable damage in consequence.

Port Talbot, March 14, 1876. A SHIPMASTER.

[Actions and cross-actions were recently instituted in the Admiralty Court in the case of the Bellerophon and the Flamsteed, and other trials are mentioned, with an explanation of the law, at page 203, *Maritime Notes and Queries*, Volume I.]

DREDGER BARGES.

SIR,—I arrived with my steamer in the roads of a Port in Durham, and, after the hoisting of the half-tide flag, proceeded further, when I met a small tugboat towing three dredger-barges in an irregular line, thereby narrowing the passage, and a collision occurred, whereby I received considerable damage. It is always understood that when the

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above-mentioned flag is hoisted the passage is to be kept clear for entering ships; and as these three barges could certainly not be, and were not, kept in one line, the question arises—who is to be held responsible for the damage done to my vessel? A MASTER.

[If on the hoisting of the half-tide flag the entrance to the docks is to be kept clear for incoming ships, and the harbour tug with dredgers in tow impeded the passage so as to cause damage to our Correspondent's ship, the Owners of the tug would be liable.]

WRONGDOING SHIP OF WAR.

SIR,—If any of H.M.'s vessels do damage to a Merchant vessel, and the Commanding Officer denies his liability, although H.M.'s vessel is entirely at fault, which can be proved, can I arrest the vessel for the amount of damage done, or which would be the best mode of proceeding to recover the same?—Yours, &c., SHIPOWNER.

April 13, 1877.

[One of her Majesty's ships cannot be arrested by order of a Court of Admiralty. Proceedings must be taken in the ordinary manner.—(See page 203, *Maritime Notes and Queries*, Vol. I.)]

REPAIRS.

SIR,—A fishing boat having been run into by a steamer, sustaining considerable damage, and losing the best part of the voyage whilst repairing, can the Owner claim the average amount earned by other boats engaged in the same voyage for this period? Some of the boats have realised over 300*l.* whilst we were laid up.—Yours, &c.,

Lowestoft, Sept. 25, 1876. CONSTANT READER.

[Demurrage is allowed for the detention of a vessel during repairs, and in allowing for loss of freight, wages, Port charges, &c., are deducted—(The Gazelle, Admiralty Court, May 3, 1844); and the injured party must be indemnified for all loss that has occurred in consequence of his vessel being run down by another, including Demurrage rightly calculated, on the ground of what would have been, according to the best evidence obtainable, the probable earnings of the vessel during the period of detention—(The Hebe, Admiralty Court, Feb. 22, 1847); and there may be a claim for consequential loss, as where a vessel might have been beneficially employed—(The Catharine *v.* Clarence, Admiralty Court, May 14, 1850); but imaginary loss of fishing profits cannot be allowed. Proof would have to be adduced to the satisfaction of the Registrar and Merchants.]

BREAKING ADRIFT IN PORT.

SIR,—I left a Scottish Port with my vessel for another Port, to finish loading my cargo there, and moored her on the opposite side of the river, the quay berth having been taken up by a vessel which was loading. On the return of the following tide we carried away our bow moorings and fell across the said vessel, doing damage to her, and destroying the boat, which was lying alongside in a very dangerous position, and which the Master admits arose through the carelessness of his own ship's Crew in leaving the boat alongside. Must I pay for the boat as well as the damage done to the ship?—Yours, &c.,

Liverpool, Sept. 7, 1876. SHIPMASTER.

[If the boat was placed in a dangerous position, and might have been hauled away to prevent it being destroyed, our Correspondent would not be liable to make good the damage done to it; but if his vessel was not properly secured, and the boat was in its usual position, and there was no contributory negligence on the part of the vessel at the wharf, compensation would have to be paid for the damage to the ship and the loss of the boat.]

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THE BENTON (s) AND ENTERPRISE.

SIR,—In your impression of the 3rd of February is the report of the above action in the Court of Admiralty, and I wrote to Captains Baily and Nesbitt as follows:—"I have been twenty-one years at sea, and in command of the Pacific Mail boats, also Chief and Second Mate in the Home and Foreign Trade, and was last Second Mate of the Benton (s). While on watch with the Captain we both saw a sailing vessel's red light a point and a half on our starboard bow. The Rule of the Road was obeyed by hard a-porting our helm, and by so doing it caused a collision. Will you favour me with a reply, advising me how to act or manœuvre my steamer in the event of seeing a vessel's red light in the same position, and of wind and weather? I am likely to take command of a steamer, and I feel that my certificate would be at stake providing I obeyed the Rule of the Road laid down, which I have proved to be wrong by your decision of the Benton (s) and Enterprise." What is your opinion?

Shields, Feb. 19, 1876. SAMUEL JAMES FILL.

[The steamer's green light was opposed to the sailing vessel's red light. The look-out on board the steamer reported a red light ahead, a point and a half on the starboard bow. This would prove that the sailing vessel was crossing ahead; and, under the circumstances, it was the duty of those on board the steamer to port and pass astern, and, if necessary, ease or stop the engines. The Crew of the sailing vessel reported a green light on the port bow ahead, and it was her duty to hold her own, on the starboard tack. Our Correspondent says the helm of the Benton (s) was ported; but the Admiralty Court say her helm was starboarded, and she intended to steam across the sailing vessel's bows. If she starboarded she did wrong.]

LOSS OF CLOTHES.

SIR,—My ship was run down on the 23rd of April last. Myself and Crew lost our effects. The Owner of the ship which ran us down paid for the loss of our vessel, but I have not, nor have any of my Crew, received anything for our effects. What are we entitled to; and to whom are we to apply to recover the same?—Yours, &c.,

ONE OF THE SUFFERERS.

Sunderland, Nov. 21, 1876.

[As our Correspondent does not tell us whether the case has been settled in Court, or that the Owner of the wrong-doing vessel has claimed the law of limited liability, or the funds have been exhausted, we cannot answer his questions, except by informing him that the Owner of the vessel in fault is the party liable; and for further particulars we may refer him to three letters published at pages 64 and 68, *Maritime Notes and Queries*, Vol. III.]

OFF A BEACH.

SIR,—There were two vessels moored on a beach where there was no Harbour Master. The ship that was first moored sheered off, and sustained a little damage, although the party appointed to look after her was told that if the wind chopped round to the N.E. her chain would allow her to sheer towards the other, and she, being the smaller vessel, would get the worst of it; but, notwithstanding this, no notice was taken of the warning, and consequently she sustained a little damage. Her Owner claims compensation. As no one was on board either ship, would it be fair for me to pay after I had warned the overlooker to shift his chain, and he did not do so?—Yours, &c., A SHIPOWNER.

Dec. 29, 1876.

[Under the circumstances stated, we are of opinion that our Correspondent would not be liable for a vessel inshore of his sheering alongside of his ship and doing damage through having too much slack on her chain.]

COLLISION.

DAMAGED IN DOCK.

SIR,—My vessel was in dock, properly moored, when a steamer ran into her stern, breaking the stern moorings, and sending her ahead, whereby she did damage to another vessel lying ahead. Can the Captain of that vessel come upon me for the damage done to his vessel, or should he sue the Captain of the steamer, the latter being the sole cause of the damage done to both mine and his vessel?—Yours, &c.,
Middlesborough, Sept. 7, 1876. CAPTAIN.

[Our Correspondent's ship, No. 2, damaged vessel No. 3, and he must therefore pay for the damage unless he can show that it was caused by vessel No. 1.—(See "The Alfreda *v.* The Sisters," Admiralty Court, London, *Shipping and Mercantile Gazette*, July 9, 1875.)]

SLIPPING FROM ANCHOR.

SIR,—Two schooners were riding at anchor in a very heavy gale on an open shore. Schooner A, having Abbott's anchors and 1½ cables, would without doubt have rode out the gale but for the following circumstances. Schooner B happened to be lying outside A with only one anchor down, and her Master was on shore. The consequence was that B drove down on A, and both were likely to have foundered with their Crews. The Mate on board schooner B called to the Master of A to slip, as the only chance of saving both from this sad end, and the Master of A accordingly did so. She drove on shore and became a total wreck. Schooner B afterwards rode out the gale. Schooner A being insured in a Mutual Insurance Society having a rule that, if lost upon an open shore, 10 per cent. shall be deducted from the insurance, seeing that the Master of schooner B was not on board, and that the Mate did not let go the second anchor, and schooner A having slipped in order to prevent the loss of both vessels and Crews—under these circumstances, are not the Owners of schooner B liable to contribute towards the 10 per cent. loss sustained by the Owner of schooner A?—Yours, &c., TIMON OF ATHENS.
Feb. 19, 1877.

[We would advise the Owner of B, if the facts are as represented, to pay the percentage demanded, for it is possible that he might be made liable for the entire loss of A.—(See cases at page 44, *Maritime Notes and Queries*, Vol. I.; and page 66, Vol. III.)]

BREAKING ADRIFT.

SIR,—Can I claim damages under the following circumstances:—My vessel (a schooner) was moored near the landing stage or railway quay at Aberdovey, with two cables out, fore and aft, during a gale on Tuesday the 30th of January last, when a brigantine broke from her moorings and carried away my schooner's rigging, with her jibboom, which had not been rigged in. There was no one on board my vessel at the time, but the Captain was on board the brigantine. There are no rules, nor is there a Harbour Master.—Yours, &c., A SUBSCRIBER.
Aberdovey, Feb. 7, 1877.

[If the vessel that broke adrift was not properly moored, or her ground tackle was insufficient to hold her, our Correspondent would have a claim for damages, but not if the accident was purely inevitable. "Though a vessel be at anchor, or lying in a harbour in an improper position, still it is the duty of the other vessel, if in her power, without doing damage to herself or others, to avoid a collision. A vessel at anchor, or lying in a harbour, cannot have blame imputed to her the same as if she were at sea."—(The Accommodation *v.* The Harlequin, Admiralty Court, May 28, 1856.)]

LIGHTSHIPS.

SIR,—Is not the Crew of a floating lightship lying at single anchor in a river, with a strong tide, bound to change her sheer to prevent collision?—Yours, &c.,
Hull, Feb. 26, 1877. MASTER MARINER.

CO-OWNERSHIP.

[Section 18 of the Merchant Shipping Act, 1862, applies the whole of Part III. of the Merchant Shipping Act, 1854, to lightvessels, with the exception of certain clauses. The Regulations for Preventing Collisions at Sea are, however, enacted by Section 25, and Schedule, of the Act of 1862. A lightvessel in a tidal river is a British ship at anchor in a fairway channel, and in the event of imminency of collision she would be governed by Art. 20 of the Regulations, and would be required to sheer off; but for wilfully or negligently running foul of a lightvessel there is a penalty of 50*l.* incurred, besides the damage done.—(Section 414, Act of 1854.)]

FOUL BERTH.

SIR,—Which vessel is liable for damage in the following case?—My vessel brought up in the roadstead with a clear berth, and the whole of the Crew came ashore in the daytime. Another vessel anchored and gave her a foul berth, and the breeze freshening, with a weather tide, they sheered into one another and did damage. The other vessel claims from me as I had no one on board, but I argue that if they had given me a clear berth it would not have happened.—Yours, &c., FISHERMAN.
Yarmouth, Aug. 2, 1876.

[If a vessel brings up so close to another as not to admit of swinging, that is a foul berth, but another vessel may be in fault for not taking proper precautions.—(The Jamaica *v.* The Sephora, Admiralty Court, Dec. 19, 1857.) A collision may be avoided by veering out chain, or yawing, but this, of course, cannot be done if there is no one on board a vessel. If an anchor is too light to hold a vessel, her Owner would be liable for damage where no contributory negligence could otherwise be proved.]

CO-OWNERSHIP.

MANAGING OWNER'S ACCOUNTS.

SIR,—I own shares in a steamship managed by a Co-owner, and receive statements after each voyage, giving total disbursements at each Port, without defining or detailing each account as per his vouchers. Can I compel the Managing Owner to give me a statement of each voyage, detailing every payment made?—Yours, &c., SHIPOWNER.
Newcastle, Oct. 24, 1876.

[If the Managing Owner, on receiving his appointment, undertook to deliver full voyage accounts, and has failed to do so, he may be proceeded against in the Admiralty Court. It is not customary for Managers to supply details of all payments. The accounts are generally gone into at a meeting of Co-owners, and in many cases an auditor is appointed.]

UNDERWRITING CO-OWNERSHIP ACCOUNTS.

SIR,—An Owner of, say, four sixty-fourths in a vessel which is kept fully insured by the Managing Owner wishes to risk his interest in the ship. He accordingly arranges with the Manager to receive a *pro rata* share of the average premium paid, and, in the event of a loss, to stand quits. In the case of some Underwriter or Insurance Company failing (supposing a loss of the ship), would this Owner be chargeable with any part of such loss? Would it not be in order to collect all the insurance, excepting the amount of his interest, square up accounts, and divide the balance (sixty sixty-fourths) by one-sixtieths among the remaining Owners? Or would it be necessary, in settling up a loss, to collect the insurance, and also from him the amount on which he received premium, settle up, and let him have four sixty-fourths of the result, even if that result should be a loss owing, say, to the failure of some company? If an Owner chooses to risk his interest, it does not look fair that he should in any way be responsible for the Underwriters of the other Owners. And yet the other Owners may say, "Why not, since he received premiums, treat him as an

CO-OWNERSHIP.

Underwriter in the first instance, collect from him all he risked, along with the other insurance, and put him on a parity with the other Owners in the division of the result?"
—Yours, &c., A READER.
Aug. 7, 1876.

[If a Co-Owner requests the Manager not to insure his share in the vessel, and receives the premium that would have been paid on that account, he simply receives his share of the earnings of the ship, and could not be made liable for the failure of Underwriters who insure the shares of others. The premiums must be collected from those who authorised the Manager to insure their shares, and from them alone. If the Manager insures the whole ship, and not a given number of shares therein, he does so at his own risk.]

REPAIRS AND ACCOUNTS.

SIR,—I have held 4-64th shares of a vessel for the last 12 years, and have not had a scrap of an account whatever from her during that time; only about two years since I received 8*l.* as profit. The vessel was stranded in the United Kingdom, and repaired extensively without the consent of any of the Owners. Am I liable for my share of the above repairs, the Captain being Managing Owner and holding a large interest in the vessel?—Yours, &c., A PART-OWNER.
Jan. 24, 1877.

[The Co-Owners appear to have neglected their interests in not making the Managing Owner furnish regular accounts, and in not having them audited. Our Correspondent would be liable to the Managing Owner for his share of the repairs under the circumstances; but if he wishes to raise a question of Co-Ownership accounts, he can do so.]

ACCOUNTS.

SIR,—1st. Is a Managing Owner obliged to render a detailed account to each Co-Owner, or is a copy of the balance-sheet signed by the Auditors sufficient? 2nd. Has each Co-Owner a right to examine the books after they have been audited by a respectable firm, and a signed copy of the balance-sheet furnished? CLIPPER.
April 6, 1877.

[1st. If under the deed of appointment the Manager is not required to furnish each Co-Owner with a detailed copy of the accounts, the copy certified as correct by the Auditors would be sufficient. 2nd. If no meeting has been called, or accounts submitted, or explanations given, the Manager might allow the Co-Owners to examine the books; but this is an unusual occurrence. The Co-Owners might institute a suit in the Admiralty Court on the earnings of the ship, and then the books would have to be produced.]

CO-OWNERSHIP ACCOUNTS.

SIR,—A, B, C, D, and E are Owners of a vessel, of which E is Managing Owner, he having been elected by the majority of Owners, there being no Articles of Association, or any other special regulations, in existence. E summons a general meeting of the Owners to settle up the accounts of the vessel, at which A (the Owner of 16 64ths) expresses his inability to attend. The meeting is held, and the accounts, which show a balance due from the Owners, are audited and found correct by the other Owners, and A, on being applied to for his proportion, refuses to accept the accounts as correct, claiming the right to have them, with the vouchers, placed at his disposal at any time during business hours that may be convenient to the Managing Owner. The books and vouchers having been produced at the general meeting, the Managing Owner asserts that A has no right to again ask for them to be produced, and refuses to do so. What are their relative legal positions? Must A contribute his pro-rata proportion to the balance standing against the ship, without being able to verify the figures for himself, or must E place books and vouchers at his disposal as requested?
London, Oct. 5, 1877. SUBSCRIBERS.

CO-OWNERSHIP.

[Where there is no deed of appointment or—as in registered companies—Articles of Association to provide for public meetings and audit of accounts, the question must be left to be settled by a Court of Law in the event of dispute. As between a few Co-Owners, it is more a matter of courtesy than of right; but where a Manager holds a large number of shares and can secure the votes of others by orders or influence, an absent Co-Owner's interest cannot be satisfactorily protected. Unless there is something to conceal, no harm could be done by allowing a Co-Owner, as in this case, to look over the papers. A Co-Owner who refuses to pay his contribution can have the accounts, with vouchers, produced in Court in the case of a suit to recover moneys due, to establish proof of the debt.]

SHARES AND CO-OWNER'S DEBTS.

SIR,—A has an interest in a vessel (say the Alpha), and owes, say, 40*l.* to B for goods supplied to himself and family. A delays to pay B his account. Is it competent for B to arrest the Alpha for A's interest in her; or, in taking proceedings against him, would it be on the Registrar of Customs where the vessel is registered that an arrestment should be served?—Yours, &c., A READER.
Nov. 22, 1876.

[An ordinary creditor has no lien on a ship or shares therein for goods supplied to the family of a Co-Owner, and he could not arrest a ship in order to sell a debtor's share in her.]

PROCEEDS OF BANKRUPT CO-OWNER.

SIR,—A bankrupt absconded from here some years ago, having some shares in a ship, which have been in the hands of the Manager ever since, with all the proceeds. She was lost some time since. The Manager still holds the proceeds. Is he not amenable to the law for so doing, or what is the course he should have pursued with the property?—Yours, &c., SHIPBROKER.
Sunderland, Sept. 20, 1876.

[The trustees of the bankrupt could make the Managing Owner account for the moneys in his possession.]

DISPUTE AS TO INCOMPETENT MASTER.

SIR,—With respect to my letter in your impression of the 4th, can a Co-Owner, in addition to discharging a duly qualified Master holding a certificate of competency, ship in his place a boy 16 years old, and who has not been six months at sea? This youth is, it is said, to become a Pilot, hence his quick promotion. Last, but not least, this appointment of an entirely unqualified Master invalidates our insurance. If a Managing Owner can do all this without consulting his partner, what may he not do?—Yours, &c.,
Newcastle-on-Tyne, Oct. 11, 1876. CO-OWNER.

["It is the duty of the Owner to have the ship properly equipped, and for that purpose it is necessary that he should provide a competent Master and Crew in the first instance; but, having done this, he has discharged his duty."—(Judge Bayley, in "Walker *v.* Maitland.") Our Correspondent should notify the Manager that if he employs an incompetent Master, and thus imperils the employment of the ship and vitiates the insurance, he will be held personally liable for all losses and damages thereby incurred.]

REPAIRS AND CO-OWNERSHIP.

SIR,—I hold shares in a vessel which was, without my knowledge or consent, placed in dry dock by the Managing Owner. Immediately on my hearing of this, and that the repairs were certain to amount to a very large sum, and before the work was commenced, I gave written notice to both the Managers, also to the Dockowners, that I would not hold myself responsible for any such costly repairs. The vessel has since cleared off a portion of the dock bill, which

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the Manager, of course, holds (together with the profit off a previous voyage); but I would like your opinion as to whether, in the event of the vessel being lost, I can be compelled to pay the balance of my proportion of the dock bill, incurred without my sanction? I have not increased my insurance since the repairs in question were effected.—Yours, &c.,
Newcastle, Jan. 2, 1877. CO-OWNER.

[Our Correspondent could not be made personally liable to the Shipwright under the circumstances mentioned. Without, however, knowing the terms under which the Manager holds his office, and all the facts relating to shares held by Co-Owners, and the cost of the repairs, and the value of the ship when repaired, we could not advise further.—(See, however, letters at pages 31 and 32, *Maritime Notes and Queries*, Vol. III., for further information.)]

LIABILITY OF CO-OWNERS.

SIR,—A claim has been made by a Broker against the Owners of a vessel for Harbour Dues, clearing, advances to Seamen and Captain, butcher's and grocer's account, &c. The account was sent to the Ship's Husband at the time (1874), and he charged the Owners with the amount but never paid it. The Ship's Husband's estate is now in liquidation. Are the Owners liable for all or any of the before-mentioned items?—Yours, &c., BROKER.
Port Talbot, March 20, 1877.

[The Co-Owners of the vessel would be jointly and severally liable for the difference between the sum recovered under the debtor's estate and that due for expenses incurred on account of the ship.]

MAJORITY OF CO-OWNERS.

SIR,—What is meant by a majority of Co-Owners? Does it mean a numerical majority of Owners or a preponderance of shares without respect to the number of Owners who hold a majority of the shares?—Yours, &c., A READER.
Glasgow, Aug. 5, 1876.

[A majority of Co-Owners means the holders of the largest portion of the shares.]

UNREGISTERED CO-OWNERS.

SIR,—I have noticed the replies to "Querist" in your issue of April 6, and "A Subscriber," April 14. Are all Owners in ships and steamers liable for debts contracted for ship's stores when the vessel is registered only in one name or firm, such being the Managing or Joint Owner, the co-partners holding unregistered Bills of Sale, or only receipts or notes that they have paid for or held shares? In case of the Managing Owner, or only Registered Owner or Owners, failing, would not the same liability attach to such Owners as were Owners, although not on the Register as Owners?
April 19, 1876. MERCHANT.

[It is not necessary, unless for the purpose of securing a Parliamentary title, to register the names of Co-Owners; but whether the name of a Co-Owner is or is not on the Register, he may be sued for debts incurred if it can be proved that he is a Co-Owner.]

BANKRUPT MANAGING OWNER.

SIR,—A Managing Owner orders stores for a ship, and afterwards becomes bankrupt. Are the Co-Owners liable for the amount of the account? Has there ever been a similar case recorded in *Maritime Notes and Queries*? If so, when?—Yours, &c., A SUBSCRIBER.
Oct. 25, 1876.

[The Co-Owners would be liable for any debts contracted by the Managing Owner within the scope of his Agency. "If persons separately interested in aliquot parts of a ship employ a joint Agent, they are at law liable each for the whole of the debt incurred."—("Passmore *v.* Bousfield.") The question is also dealt with at page 165, *Maritime Notes and Queries*, Volume I., and page 64, Volume II.)]

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LIABILITY FOR CALLS.

SIR,—A relative of mine is about to invest 1,000*l.* in a ship, of which I am to have command. Is he only liable for that amount in the event of the ship sinking money or the Owners failing? Can any call be made on him?—Yours, &c.,
Aug. 24, 1876. SHIPMASTER.

[A Co-Owner is liable to contribute his share to any losses sustained in the working of the ship, and therefore a call may be made if the expenditure exceeds the receipts.]

INTESTATE CO-OWNER.

SIR,—My husband owned a few shares in a small vessel and died intestate. Must I administer to his estate before I can sell the shares? Is there any limitation of time stipulated in which to do so? He left no other property, except a little household furniture. The Co-Owners contemplate selling the vessel; can they compel me to sell my shares?
Feb. 15, 1876. A WIDOW.

[Under Section 58 of the Merchant Shipping Act, 1854, the transmission of the shares would require to be duly authenticated for the purposes of registration of title under the form marked "H" in the schedule to the Act. If a person dies intestate, letters of administration must be produced to the Registrar. Application should be made to the Court of Probate within one year of the death of the deceased. The other Co-Owners cannot sell the shares of the intestate without an order from the Court of Admiralty or Chancery.]

REPAIRS ORDERED BY MANAGER.

SIR,—A person bought a small share of a vessel, and was appointed Ship's Husband by the minority. He placed the vessel under large repairs, the majority of Owners objecting to it. Are they (the majority) compelled to pay before the vessel earns the cost of repairs?—Yours, &c., ELAETH.
Amlwch, Jan. 13, 1877.

[The appointment of the Manager by the minority is informal; and he, having acted against the orders of the majority, would be liable for the expense of repair.]

SALE OF SHIP AND CO-OWNERS' PROFITS.

SIR,—About two years ago I purchased some shares in a new steamer. In the agreement made between the Managing Owner and his Co-Owners it is stated that the profits are to be divided when a certain amount of money (named in the agreement) was in hand. A few months since I sold my shares at a heavy discount to the Managing Owner, and six months had then elapsed since the profits were divided. I have applied for a statement of account and the share of profits due to me at the time of transfer, but the Managing Owner declines to pay me anything, or render me any account. Nothing was said at the time of purchase about the profits then due to me, I of course expecting to receive the same. I now find that a considerable amount beyond that stated in the sailing agreement was in hand when I sold my shares. Am I entitled to and can I claim the share of profits to the date of sale?
AN UNFORTUNATE SHAREHOLDER.
Swansea, Nov. 2, 1877.

[In the case of public companies the dividends are paid to those whose names are on the register when the transfer books are closed, and warrants are sent out to those shareholders, whether they have subsequently sold their shares or not. In equity, and according to practice, the share of the undivided profits which had become due should have been paid to our Correspondent at the time of or before the transfer of his interest, and, in our opinion, he is entitled to his proportionate share of the moneys in hand.]

REGISTERED CO-OWNERS.

SIR,—I am the Managing Owner of a vessel, and hold the largest portion. The other shares are owned by several

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others, some of whom died a few years ago. The widow and a trustee of one of them and the children of others are demanding dividends and settlements. I find by the book of Registry of Shipping that there are no changes of Ownership from the original Owners. How am I to act? Is it not the duty of every new Owner to have his name recorded in the book of Registry before he can legally demand any profits or settlements? D. J. C.

Aberystwith, Oct. 11, 1877.

[To obtain a Parliamentary title to Ownership of shares, it is necessary that Bills of Sale should be registered; but if an unregistered Owner dies, his executor must apply, under Sec. 97 of the Merchant Shipping Act, 1854, to have his other name placed on the register. The executors of a will (or, in case of intestacy, the party taking out letters of administration) should produce the probate to the Registrar at the Port of Registry, and, on the forms of the Statute being complied with, the newly registered persons would be constituted Owners under the 57th and 58th Sections of the Act. If a female owns the shares, and no protection order or trusteeship has been obtained, and she gets married, the husband has the right to claim to be registered in her stead. —(See Married Women's Property Act, 1870.) The Managing Owner ought not to pay over moneys without proof that the parties are entitled to receive the same.]

MASTER AND CO-OWNERS.

SIR,—A, B, and C own a vessel in the following shares:—A 32-64ths, and B and C 16-64ths each. B was appointed Managing Owner, but the Master of the vessel persists in paying the vessel's earnings over to A, who orders gear and repairs to be done without consulting the other Owners, and the Master continues to do so, although he has received instructions to the contrary, and A stops payment of all accounts out of her earnings without consulting his partners. Can A get the vessel's papers altered and himself constituted Managing Owner without the consent or knowledge of B, who was so appointed? And, B and C acting together, have they not as much control over the vessel as A? and what steps should be taken to make the Master pay over half the vessel's earnings to B and C without stoppages?—Yours, &c.,

Portsmouth, March 22, 1877. PART-OWNER.

[As A holds 32-64ths, and B and C the other 32-64ths, if the two latter oppose the former there would be no majority of interests to determine the question of employment of the Master or of the ship. A could not constitute himself as Manager without the sanction of either B or C. If B, who holds 16-64ths, joins A with 32-64ths, they could control the management and remove the Managing Owner. B and C, however, could not do so, although acting together, nor could A singly. The only way short of selling out is to apply to the Court of Admiralty.]

MANAGING OWNER'S LIABILITY.

SIR,—Supposing a shareholder of a steamer knows of moneys due to the vessel, which the Managing Owner does not take means to recover, has any individual shareholder the power of insisting on his doing so? L. H.

March 10, 1876.

[If a Shareholder or Co-Owner has reason to believe that a Manager is neglecting his duty by not endeavouring to recover moneys owing to the concern, he might give written notice to him, and if there is a Secretary, to him also. In the event of the moneys, which should have been claimed, being lost, the Manager would render himself personally liable to the Co-Owners for the amount if it could be established that blame rested with him.]

MANAGING OWNERS' LIEN.

SIR,—Has a Managing Owner a lien upon a vessel for cash advanced to pay wages and necessaries, and for expenses incurred by orders from the Board of Trade? and in the event of sale, will such expenses take priority over the claims of a Mortgagee?—Yours, &c., SUBSCRIBER.

Wivenhoe, July 12, 1876.

[A Managing Owner has no lien on the ship, and consequently his claims could not supersede those of the Mortgagee.]

MANAGER'S LIABILITY AND TRANSFER OF SHARES.

SIR.—A bought from B, in August 1872, shares in a vessel, but the Managing Owner was not made acquainted with the same until February 1875. The Register discloses the said transfer as having been recorded only in March 1873. The vessel commenced a voyage in August 1872, and ended in June 1873. From what date is the Managing Owner liable to the buyer for the share of profit on that and subsequent voyages?—Yours, &c., ACCOUNTANT.

Liverpool, April 14, 1877.

[The Managing Owner, in settling his accounts for a voyage ending in June 1873, would be accountable to the purchaser, whose name appeared on the Register at that date, for the whole voyage.]

BROKER AND MANAGING OWNER.

SIR,—1st. Is the Managing Owner of a vessel entitled to share in the Commission on a Charter; or, in the event of his receiving it, should the amount be placed at the vessel's credit? 2nd. The Managing Owner's Commission being 2½ per cent. on the gross earnings or freight, is he entitled, in the event of a cargo being purchased for ship's account, to charge 2½ per cent. Commission on the proceeds of cargo, or on the freight only? SHIPOWNER.

Feb. 24, 1876.

[1st. The Managing Owner, if paid by a Commission, would not be entitled to a return of money from the hirer of the ship and to appropriate it to his own account. Whatever money a Ship's Husband receives from the freigtage of the Ship should be accounted for in the balance-sheet. 2nd. It is no part of the ordinary duty of a Manager to purchase cargoes; and, where there is no special agreement as to remuneration, a liberal Commission should be paid.—(See the Tudor, "Smith *v.* Lay," Vice-Chancellor's Court, April 22, 1858.)]

MANAGING OWNER AND VOUCHERS.

SIR,—A, B, C, and D purchased a small vessel. A holds 32-64ths, B 8-64ths, C 12-64ths, and D 12-64ths. B is Managing Owner, and refuses to produce vouchers, as required, on settlements. Can A, C, and D force B to produce all vouchers; and, if required, can A, C, and D make C the Managing Owner?—Yours, &c., A SUBSCRIBER.

Liverpool, March 22, 1877.

[The Managing Owner could be compelled to produce vouchers by a Co-Owner's suit in the Court of Admiralty, but this would be an expensive process. If B declines to satisfy his Co-Owners that he has paid sums of money on their account, A, C, and D may remove him from the managership, and A and D, holding a majority of shares, may appoint C as the Manager. B would have no redress, in such a case, for dismissal.]

MANAGER'S APPOINTMENT.

SIR,—If the Owners in a vessel appoint a firm Managing Owners by written letter or agreement, and if afterwards a majority of these Owners meet together and resolve to displace the Managing Owners they had appointed—1. Can they do so? Does the written agreement not bind the Owners to abide by the appointment they had made? Would a simple resolution of a majority of the Owners to displace the Managing Owners *per se* supersede the letter by which

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they had appointed them? 2. Would such a letter of appointment have the same force in law if not also signed by the Managing Owners appointed, or not stamped?—Yours, &c., A READER.

Aug. 1, 1876.

[1st. A majority of Co-Owners have the power to remove a Managing Owner; but if that appointment was for a term, and that term has not expired, or notice was to be given, the displaced Manager would be entitled to compensation. A resolution of the majority will be sufficient authority for the cancellation of the appointment. 2nd. A letter appointing a person to a situation of emolument does not require to be stamped; and if the resolution was arrived at by a majority of Co-Owners, the signature of the dissentient Managers would not be necessary to confirm the proceedings.]

CO-OWNERS AND PHOTOGRAPHS.

SIR,—I and a few friends are shareholders in a new sailing ship, the Managers of which, prior to her proceeding on her first voyage, had photographs of her taken, the cost of which was placed to the debit of the ship. As a matter of principle, I object to the Managers charging us with the cost of the photographs. They, however, say they have a discretionary power in expending the money of the shareholders, which I readily grant, but contend that they have no right to expend any money except for the beneficial working of the ship, unless they have the sanction of the shareholders to such expenditure, which in this case was not asked for. It is, of course, to be supposed that each shareholder receives one copy of the photograph; but even so, if the Managers are right in charging the cost to the ship, is it not a manifest injustice that an Owner of 8-64ths pays for 8-64ths of the cost, while an Owner of 1-64th pays only 1-64th of the cost, and still receives the same as the one who pays eight times as much? At all events, it appears so to me, and I shall be glad to know what you think about it?—Yours, &c.,

Liverpool, Nov. 27, 1876. A SHAREHOLDER.

[It was no part of the duty of the Managers to charge the Co-Owners with the expense of photographs without having authority to do so. The Managers should have written to the Co-Owners asking them to contribute to the charge; and as they did not do so, they might be debited with the amount, subject to further adjustment, if advisable.]

REGISTERED OWNER'S LIABILITY.

SIR,—A few years ago A sold a vessel to B, but the transference was not recorded by B in the Custom-house. The purchaser, B, being a seafaring man, but not having a Master's certificate, employed a qualified person as Master, and took a charter to a foreign Port. In the course of the voyage, the vessel, meeting with an accident, had to be repaired, the bill for which repairs B, as Owner of the vessel, accepted, but failed to meet when due, and consequently the Agent who advanced the money for the repairs caused the vessel to be arrested in a Scotch Port and put up to auction, but no bid having been made sufficient to cover the amount due, she was withdrawn from sale, remaining in the possession of the Agent's lawyer. During this period, while lying at a wharf, the vessel was neglected and much of her gear stolen, insomuch that she has become greatly deteriorated in value. The Agent who made advances for the repairs, failing in being reimbursed by B, now seeks to claim from the original Owner—who was never communicated with about the repairs, nor called upon to provide funds for the purpose—on the ground that the sale to B had not been completed. Under these circumstances, can A be held liable for the debt?—Yours, &c., A SHIPMASTER.

London, March 10, 1877.

[The Builder who repaired the ship accepted the bill of B, who was the *bonâ fide* Owner, and could not, therefore, fall back upon A, the Registered Owner, who had parted with his interest in the vessel, and make A liable for the debt.—(See page 83, *Maritime Notes and Queries*, Vol. I.)]

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STORES AND CO-OWNERS.

SIR,—Are the Co-Owners of a vessel legally liable for debt incurred through the Managing Owner ordering stores for the ship, she being, at the time the stores were put on board, at a Port in the United Kingdom, and for which I receive from the Managing Owner a bill drawn as follows:—"Four months after date, pay to my order the sum of 182*l.* 7*s.* 9*d.*, value received in stores per screw steamer ——." On receiving the acceptance I receipted the account thus:—"Received four months' bill due June 28, 1876." Should this bill be dishonoured, am I able to sue the Co-Owners for the money? Also, if I simply receipt the account without naming the bill, in what position do I stand? A SUBSCRIBER.

North Shields, Feb. 28, 1876.

[If our Correspondent pays the bill and the amount exceeds his share, he would have his remedy for the excess against the Co-Owners; but if he has accepted the bill he would be liable to take up the same.]

SHIP'S HUSBAND'S REMUNERATION.

SIR,—I and one or two friends are about building a screw steamer of about 1,500 tons deadweight, and I am to be appointed as Ship's Husband or Managing Owner. What is the usual remuneration to a Ship's Husband, under the circumstances, who is also a Co-Owner, say how much per cent. on gross earnings or on net profits? A SUBSCRIBER.

London, March 14, 1876.

[The amount of commission depends upon the trade in which a vessel is employed, and other circumstances, and ranges from one to five per cent. It is a question of agreement among the Part-Owners, and to gain a knowledge of the subject we would advise our Correspondent to peruse the letters on Brokerage and Commission, and on Co-Ownership, in *Maritime Notes and Queries*, Vol. I.]

SHIP'S HUSBAND'S ACCOUNT.

SIR,—I held 21 shares of a small coasting vessel, and the remaining 43 shares were owned by the Ship's Husband. It was agreed when the ship was built that a statement of the income and expenditure should be given at the end of every six months, which was done for two years; but from 1871 to 1875 I did not see any accounts in connection with the vessel, although I applied several times for them. In September 1875 the vessel was lost. I have now received a statement, bringing me 53*l.* in debt to the ship, which amount the Ship's Husband has kept out of the insurance. The ship had been insured solely in his name. Can he legally do this, and am I responsible, under the circumstances, for the above 53*l.*, having been so long in ignorance of the ship's proceedings?—Yours, &c., JOSEPH WATERS.

Schooner Mary Waters, Brussels, Dec. 21, 1876.

[If the Ship's Husband has delivered an account of the vessel's earnings and expenditure down to the period of her loss, and the items in the balance-sheet cannot be called in question, he would be entitled to deduct from the sum recovered by him under the policy the sum due by our Correspondent. If, however, there should be any dispute about the charges paid, the Ship's Husband could be compelled by the Court to produce vouchers and go into the whole question.]

MASTER IN DEBT.

SIR,—If a Master of a vessel sails her by the thirds, and he is in debt to the Owners, can the Owners stop the freight for the debt?—Yours, &c., A SHIPOWNER.

May 21, 1877.

[The Owner could not interfere between the Master, as Charterer, and the Shipper or Bill of Lading holder; and therefore he could not put a stop on the freight unless by the order of a Court.]

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MANAGER AND SHIP'S DEBTS.

SIR,—I am the Managing Owner of a small vessel, and have several Co-Owners, and in consequence of the continuation of gales this winter, she has been unusually long on her voyage and sustained trifling damage, which has caused the vessel to be in debt. As one of my Co-Owners has declined to pay his portion of the loss, can I dispose of his shares in order to meet his portion of the loss; or what steps can be taken in the matter?—Yours, &c., SHIPOWNER.

April 28, 1877.

[The Managing Owner has no lien on the shares of the Co-Owner, and therefore cannot dispose of them. His only remedy is by action in the ordinary way.]

PURCHASER LIABLE FOR SHIP'S DEBTS.

SIR,—Can a purchaser of a vessel be held liable for the vessel's old debts, although he receives a clean title on the payment of the purchase money, and change her name and flag? If so, how, and from whom, can he recover the money? INTENDING PURCHASER.

Liverpool, June 3, 1876.

[The purchaser of a ship is not liable for debts contracted by the seller of a ship, and the vessel cannot be followed for such debts, wages excepted. If an Owner is insolvent, and at the time of disposing of the ship there may be wages due to the Master or Crew, the change of ownership would not defeat their claim, for the lien would still hold good.]

REPAIR AND CLASSIFICATION OF SHIP.

SIR,—Having repaired and classed a vessel, I presented a bill of particulars to the Owners of the said vessel, and the Ship's Husband gave me a bill for the amount, drawn as Shipowner, signed in his own name. The said Ship's Husband had become bankrupt, but the bill has not yet got to maturity. The bankrupt has included me in his liabilities. On the bill not being met, can I sue the other registered shareholders of the vessel for the amount of repairs, or has my accepting the bill on the Ship's Husband debarred me from suing the other Owners? The bankrupt's share of the vessel was mortgaged when I repaired the ship, but there are three or four Owners whose shares are not mortgaged.

April 6, 1876. SHIPWRIGHT.

[A Shipwright has a lien, by common law, on a vessel for the cost of repairs, and if he has accepted the personal responsibility of the Ship's Husband, and parted with his lien, and the bill is not paid, he would have to make his claim under the estate of the bankrupt. Whether, under the circumstances, the Shipwright could recover from the other Co-Owners would depend upon whether the Ship's Husband was entitled to pledge their credit. If the Ship's Husband had funds in hand, or the Co-Owners have paid him their share, a question of equity might arise.—(See pages 64 and 158, *Maritime Notes and Queries*, Vol. II.)]

CLASSIFICATION.

SIR,—A and B own a ship. A has the largest share. The ship is just coming off her original class. A wishes to reclass her, but B declines to pay his share of reclassing expenses—in fact, protests against her being reclassed, for no other reason than that so little is doing. Can A reclass in spite of B, holding the latter liable for his share of the expenses? If not, is there any other course A can legally pursue in the matter in order to have the ship reclassed?—Yours, &c., A SUBSCRIBER.

Blyth, Aug. 21, 1876.

[The dissentient Co-Owner cannot be made to contribute to the expenses of repairs for classification.—(See letter "Repairs—Classification," page 139, *Maritime Notes and Queries*, Vol. II.) The shortest mode of adjusting the difficulty would be by an application to the Court of Admiralty for the sale of the ship.]

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SALE OF SHARES IN A SHIP.

SIR,—I bought 64-64th shares of a vessel, paid the money, and got a Bill of Sale. When this document was presented with the declaration to the Superintendent at the Custom-house for indorsement, it turned out that the seller owned only 60-64th shares of the vessel. Can I not demand back the value of the 4-64th shares, and how shall I proceed to do so?—Yours, &c., A SHIPOWNER.

Bangor, Oct. 4, 1876.

[The seller should be sued in a Court of Common Law for the money paid on account of the four shares conveyed in the Bill of Sale, but not legally transferred.]

SHARES AND LIEN FOR DOCK DUES.

SIR,—A Part-Owner of a small steamer of which I am Managing Owner has mortgaged his shares for twice their value, and become bankrupt, without a probability of his estate paying one farthing. The vessel is eating her head off in dock rent &c., and the Mortgagee will neither hand over his deeds to enable me to carry out a sale acquiesced in by all the other Owners nor advance the proportion due to extricate the ship from an unreserved sale by the Dock Company. 1st. How can I obtain and give a title to these few shares? 2nd. Have I a lien on them for recoupment of dock rent, or shall I be thus voluntarily releasing these shares from a lien that is now actually held by the Dock Company?

Nov. 2, 1877. SUNDERLAND.

[1st. By application to the Court of Admiralty. 2nd. In a Co-Owner's suit the Manager would be allowed, out of the proceeds of the sale of the ship or the Mortgagee's shares, the moneys paid for dock rent. No lien exists on the shares, and therefore, if recourse is not had to the Admiralty Court, the debt must be recovered, if at all, in the usual manner under the Bankruptcy proceedings.]

REGISTRATION OF SHARES.

SIR,—When a ship is divided into 64 shares, can two men take an interest together in one share, and register it as joint Owners; or can a Bill of Sale be given for less than one 64th share?—Yours, &c., SUBSCRIBER.

Cardigan, Dec. 13, 1876.

[Not more than 32 persons can be registered as Owners of any one ship. Any persons, not exceeding five in number, may be registered as joint Owners of a share. Joint Owners are considered as one person, and they cannot dispose of their share or fractional part thereof in severalty (Section 37, Merchant Shipping Act, 1854). A Bill of Sale might be given for part of a share, and the buyer would possess a beneficial interest, though not registered.]

SHARES.

SIR,—Can my Co-Owner sell a coasting vessel without my consent? Although I hold, perhaps, the smallest share, yet I am the registered Managing Owner.—Yours, &c.,

London, May 16, 1877. A.B.

[The Co-Owners cannot sell the shares of "A. B." unless by an order of a Court. The register of the shares gives the title, and the Co-Owners who sell can only dispose of their own shares.—(See "Wright v. Horlock," Admiralty Division, May 15, 1877.)]

HALF-YEARLY RETURNS.

SIR,—1st. If a ship's Captain makes a false declaration in the half-yearly returns by saying a vessel is laid up for months under repairs, which is not the case, but she has been employed at the same time discharging cargoes at different Ports, is he or the Ship's Husband in any way liable to fine or punishment or not? 2nd. Can a Co-Owner, under these circumstances, claim to see the Master's cargo or log-book? 3rd. Can anyone in any possible way ascertain when

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a vessel discharges a cargo, with the number of tons, or when she goes to a Port in ballast? 4th. If a Managing Owner puts no dates for 18 months at a time, can a Co-Owner demand to see the Master's book?—Yours, &c.,
London, Oct. 14, 1876. A SUBSCRIBER.

[1st. The Master or Owner of every Home Trade ship is to transmit to a Shipping Master the half-yearly returns relating to the voyage, Crew, &c. A penalty of 5*l.* is incurred, and transire may be refused, if this is not complied with.—(Section 275, Merchant Shipping Act, 1854.) If any false declaration has been made, information should be furnished to the Board of Trade. 2nd. If concealment is suspected, a demand might be made on the Ship's Husband or Master to see papers and log-book, and, in the case of refusal, application should be made to a Court of Law. 3rd. All vessels are reported at the Custom-house, and may be traced through the *Shipping and Mercantile Gazette* reports. 4th. A Managing Owner can be compelled, by proceedings in the Admiralty Court, to furnish accounts.]

BILL OF SALE AND ADVANCES.

SIR,—In 1874 A. B., the Owner of 24-64th shares of a vessel, deposited the Bill of Sale of the said shares with his Bankers, and at the same time agreed (verbally) to execute a mortgage of his interest in the vessel to secure an overdraft, but no such mortgage has ever been executed. In February last the said A. B. filed his petition under the arrangement clauses of the Bankruptcy Act. A resolution to wind up the estate in liquidation was duly passed, and a Trustee appointed. The Bankers now refuse to deliver up the Bill of Sale, on which they claim a lien for the amount of A. B.'s overdraft. Has the Trustee a right to be registered as the Owner of A. B.'s shares in the vessel, and to recover possession of the Bill of Sale from the Bankers, or are the Bankers right in their contention?—Yours, &c.,
April 1, 1877. AGENT.

[If the Trustee wants to obtain possession of the Bill of Sale, he must satisfy the demand of the Bankers who have made advances on the security of that instrument.]

BILL OF SALE AND ADVANCES.

SIR,—I have read in your issue of the 4th inst. a letter on the above subject signed "Agent," and your reply not being, in my opinion, correct, I take the liberty of contending that a Bill of Sale for shares in a ship deposited with Bankers as security for an overdraft, without being properly transferred to the Bankers either by Mortgage or Bill of Sale, and properly registered in the Custom-house books, is no security at all; and if the Bankers refuse to give up the Bill of Sale in dispute, may I ask of what value it can possibly be to them to keep it?—Yours, &c., JOHN PRUST,
Swansea, April 5, 1877. Shipowner and Manager.

[The Bill of Sale must be made out to the Bankers in order to enable them to dispose of the shares; but it was competent for the Owner of the shares to deposit his Bill of Sale with the Bankers as security for an advance or overdraft. This he appears to have done, and the Bankers would have a lien on the document for that amount. They, it is true, could not realise under the Bill of Sale thus deposited with them, but they can, by holding the Bill of Sale, prevent any dealings with the shares it represents until their claim is satisfied. The deposit of the Bill of Sale in this case created in the Banker's favour what is known in law as an equitable lien, and which the holders can claim to have discharged before they surrender the document.]

MAJORITY OF VOTES.

SIR,—With reference to information supplied in your issue of Oct. 18 as to what constitutes a sufficient and valid appointment of Managing Owner of a vessel when that vessel is owned by several, will you kindly state to what majority reference is made? Is it to the Owners of the majority of shares or to the majority of individual Owners?—that is to say, is the value of an Owner's vote determined by the proportionate number of shares he possesses, or has the Owner of one share as much voice in the appointment as an Owner of 50 shares? Secondly, is the candidate for the Managing Ownership entitled to vote, seeing that in any case he would vote for himself? MANAGING OWNER.
Newport, Oct. 16, 1877.

[A vessel is divided into 64 shares, and the number of shares, and not persons, on a division, determines the majority. A candidate could vote for himself, and if he held 24-64ths and a supporter of his 10-64ths, that would give him a majority of shares; for if he were prevented from voting, it would follow that the minority would control the management.]

MINORITY DECLINE TO REPAIR.

SIR,—A vessel requires repairs and stores, and a majority of the Owners wish to do what is required, and send the ship to sea. The minority refuse to contribute their proportion of cost, or to pledge their credit. What is the proper course for the majority to adopt? SHIPOWNER.
Swansea, Oct. 10, 1877.

[A majority of Co-Owners cannot bind those Co-Owners who give notice that they will not be responsible for the outlay. If the repairs are so substantial as not to admit of their being done on the order of the Manager, and a majority desire to put the ship in a fit state for sea, and the dissentients, if requested, refuse to sell their shares, the only remedy is to apply to the Court of Admiralty for a decree to sell the ship.]

INSURANCE AND MANAGEMENT.

SIR,—What are the usual charges for management of coasting vessels at the principal Ports in Britain, or the Ship's Husband's charges for vessels of from 150 to 800 tons burthen?—Yours, &c., G. S. O.
Nov. 11, 1876.

[The ordinary charge is 2½ per cent. There is no absolute scale. The commission varies from 1 per cent. to 5 per cent., and depends upon the number of ships and their aggregate earnings. An understanding is also common between Co-Owners as to whether the commission to the Manager is to be paid—1st, on the annual profits; 2nd, on the profits of each voyage; 3rd, on the gross freights. The remuneration depends, therefore, upon the agreement entered into.]

PARTNERS IN A SHIPPING VENTURE.

SIR,—I applied to a friend of mine, and we agreed to purchase a vessel. Some 10 months ago we found one advertised for sale, and she was offered to us, but we considered the price too high, consequently we waited to see if they would take lower terms. She was afterwards put up by public auction, but failed to find a purchaser. We afterwards made them an offer, but without effecting a purchase. I heard nothing further, but expected we should get the ship, until I found she was being towed from London to this Port, having been purchased by my friend. Being anxious to know if I was considered a shareholder, I called upon him for an explanation, and, to my astonishment, found he and another person had purchased the vessel for less money than we had agreed to give, and they now refuse to allot me any part: After being 10 months corresponding about the same vessel with the above result, can I claim the shares which I originally agreed to take, or am I not entitled to some recompense after being kept all this time in suspense?
Whitby, June 2, 1876. A SHIPOWNER.

[If the friend who entered into the agreement with our Correspondent refuses to appor' on him any shares in the

CO-OWNERSHIP.

vessel, and he has sustained any loss thereby, he might proceed against the purchaser for non-fulfilment of contract.]

PURCHASE OF UNSEAWORTHY VESSEL.

SIR,—We purchased a British-built vessel about three months ago, and paid a price for her that we expected would insure her seaworthiness; but the Board of Trade have detained her, and on examination she has turned out quite rotten and not worth spending a large amount on. We are now informed by several persons of good authority that the seller was well aware of her being rotten, as he intended doing repairs to her topsides, &c. in the event of his not being able to sell her. Could we recover our money back, or any part of it? SUBSCRIBERS.

Newport, May 24, 1876.

[Though the sale of an existing chattel, as being of a particular description, implies a contract that it exists and is of that description—("Strickland *v.* Turner," "Gompertz *v.* Bartlett")—yet in such case no contract is, in the absence of fraud, implied of the good quality—("Wieler *v.* Schillizzi")—or condition of the chattel so sold; and therefore, when a ship is sold, and the vendor has power to sell, no contract of seaworthiness is implied. The Court of Exchequer held that the property in a ship might pass by the sale though she was stranded and a constructive total loss within the meaning of a Policy. In the absence of any oral or written warranty of seaworthiness, the vessel would be purchased with all her faults; and defects patent at the time of a bargain are not touched by a warranty, because they can form no subject of deceit or fraud. If no representations were made of seaworthiness, our Correspondents could not recover compensation from the seller of the ship.]

SHIP PURCHASED AND NOT DELIVERED.

SIR,—I bought a small craft, 121 tons register, on the 9th inst., but the mast and bowsprit were not included, and were to be taken out of the vessel by the seller. As I did not stipulate any time when the craft was to be delivered up to me, what would be a reasonable time for doing so? I may mention that the sellers refuse to deliver her before another vessel of theirs arrives here, which may take from eight days to a month.—Yours, &c., SHIPBROKER.

Leith, March 12, 1877.

[Any time in excess of a week would be so unreasonable as to give a claim on the seller for non-performance of contract.]

SHIPBUILDING CONTRACT.

SIR,—I agreed to build a vessel, and during the building of her the Owner undertook to pay instalments at different times. The first was paid; the second and third, due last September, are still unpaid. Notice of such payments was given in due time to the Owner, but he declined to comply with the agreement. Can I sell the vessel and charge the Owner all damages; if so, am I supposed to advertise the vessel for sale to comply with the Merchant Shipping Act?—Yours, &c., SHIPBUILDER.

Dec. 28, 1876.

[If the vessel was vested in the purchaser on payment of the instalments, it would be necessary to sue him for the moneys unpaid, and for breach of contract, he having made a first deposit. The builder has a lien for the instalments unpaid on the vessel, so long as she is not given up to the party who contracted to pay for her building, whether on the slip or afloat. We would not advise a sale without an order from the Court.]

CREDIT FOR FREIGHT.

SIR,—1. If three persons own a vessel, and one of them, who is Manager, lets one of the Co-Owners have the cargoes unknown to the third Owner and does not receive payment, is he responsible for the money to the third Owner, or is the said third Owner to lose all his part of the earnings and profit from the vessel, or has the Manager a right to allow for freights and show the accounts, and pay the third Owner the same as though he received the money? 2. What is the expense of an application to the Court of Admiralty, and on which party does the payment fall?—Yours, &c.,

Aug. 29, 1876. A SUBSCR'BER.

[1. The freight should be paid on delivery of the cargo; and if the Manager has given a Co-Owner credit for the carriage of a cargo, he (the Manager) would be personally liable to the other Co-Owner for the third share. Not having received the freight from the Co-Owner, the Manager should not have paid the latter any profits on the earnings of the ship. 2. The Admiralty costs would depend upon the length of the proceedings and the opposition. These charges fall on the joint shares of the Co-Owners.]

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EXECUTRIX WANTS TO SELL.

SIR,—A, B, C, and D are Owners of two vessels, each holding 16-64ths of each ship. A being the Managing Owner, chartered the vessels, and paid and received all moneys. One ship got a good deal in debt, but the other ship did not. A died, leaving his wife sole executrix. Can she sell both ships to pay the debt of the one? If not, can D, being Captain, sail the ship that is not in debt?—Yours, &c.,

Whitby, Jan. 23, 1877. CAPTAIN D.

[The widow, as executrix of the deceased Managing Owner, cannot sell one or both ships to pay the sums due by the Co-Owners to her late husband. The Manager had no lien on the ships for his disbursements. The Co-Owners must be personally sued for their share of expenses if they decline to pay. The holder of a 16-64th share cannot force himself on the ship as Master. Another Manager should be appointed and left to deal with the Masters.]

PASSENGERS AND MASTER'S WIFE.

SIR,—1. Can a Managing Owner grant the Captain the privilege to take his wife to sea with him, and charge the same to the working expenses of the ship? 2. Can a partner object to the Captain's wife going to sea in the ship? The Captain has no certificate to carry passengers, nor is the ship a "passenger ship;" and if the Managing Owner has not got that power, what are the best steps for the Co-Owners to take to obtain redress?—Yours, &c., CO-OWNERS.

London, Dec. 21, 1876.

[1. The Managing Owner has no power to charge the Co-Owners with the expense of provisioning the Master's wife, she not being on the ship's articles. 2. A majority of Co-Owners could settle the question by disallowing the expenses in the settlement. It would be too trivial a case to take into Court.]

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DAMAGE TO PIER.

A curious, but by no means an unimportant case was argued at some length last week before the Court of Appeal. It had originally come before the Court of Admiralty, and the appeal was from the decision of that Court, the question being—whether, in an action in an English Court for an alleged injury sustained in a foreign country, the liabilities of the parties were to be determined according to the law of the place in which the alleged wrong occurred, or according to the municipal law of England. It appeared that the plaintiffs, the respondents in the Court of Appeal, are the owners of a pier in a Port

of Spain where iron ore is exported, and they sued the defendants for damage to the pier by their steamer, the *M. Moxham*, caused, as was alleged, by the carelessness of the Master and Crew of that vessel. The vessel had been arrested in Spain, and released on an undertaking not to raise the question of jurisdiction—in other words, the parties agreed to refer the case to the decision of the Court of Admiralty in this country. Had the question of jurisdiction been reserved, it would have been an interesting point as to whether the Court of Admiralty could, in such a case, have exercised the powers given by the Admiralty Court Act of 1861, which confers a jurisdiction in respect of damages committed anywhere by any ship. The other question then remained —namely, whether the law of Spain or the law of this country should be applied to the case. According to the Spanish law, the Master and Mariners only would be liable; according to the English law, the Owners would be responsible. For some time after the Act of 1861 became law, it was thought that the extension of jurisdiction which it effects in matters of damage only applied to ships, but the Court of Admiralty has not hesitated to exercise it in cases of damage done by vessels to harbour works. In the case of the *Robert Pow*, for example, Judge LUSHINGTON appeared to attach a limited and technical meaning to the word "damage" as it occurs in the Statutes. His Lordship's successor has not, however, hesitated to enlarge practically the definition; and when the Owners of the Falmouth Pier (the *Uhla, Shipping and Mercantile Gazette*, June 1867) sued the Owners of a ship, in the Admiralty Court, for damage done by the vessel to the pier, the Court asserted its jurisdiction, and in the result the Owners of the pier recovered the damage from the Owners of the ship. In the present case, the Court of Admiralty had to decide as to whether the law of Spain or the law of England should govern. The broad question as to the application of British or foreign law to a case of damage occurring between two vessels in foreign waters was finally settled by the Judicial Committee of the Privy Council in the leading case of the *Napoleon* v. the *Halley*, appealed from the Court of Admiralty (*Shipping and Mercantile Gazette*, August 1868). In this case the damage occurred in the Scheldt, and the Judge of the High Court decided that the case was governed by the Belgian law. This decision was reversed on appeal, the Judicial Committee holding, in effect, that in any contention in respect of damage occurring in a foreign Port, the law of England, and not the law of the foreign State, must govern. The decision of the Court of Appeal in the case of the *M. Moxham* appears to point the other way. The Court below decided that the Shipowners were liable for damage done to the pier at Marbella, although they would not have been liable by the law of Spain. The Court of Appeal have reversed this decision, and given judgment for the appellants, with costs. Their Lordships said, "they were clearly of "opinion that acts committed in a foreign country, "and which imposed no liability in that country "upon a particular individual, could not be made the "ground of action against that individual in an Eng- "lish Court. To found an action in an English "Court for an alleged wrong committed by the "defendant in a foreign country, two things must

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"concur—the act complained of must be wrongful "on the part of the defendant in the foreign country, "and it must be such, also, as the English law "regards as wrongful. If either of these conditions "is wanting, the action cannot be maintained. "Here the act complained of was not, according to "the Spanish law, as pleaded, a wrongful act of the "defendants, or one for which the Spanish law would "hold them responsible; and, the matter being "governed by the law of Spain, it followed that the "plea was a good defence." It is true that, in the case of the *Halley*, the question was one of the liability of the Owner under the Belgian Pilotage Law; in the case of the *M. Moxham* it is one of the Owner's liability under the Spanish law for injury caused by a ship to pier or harbour works. But both are causes of damage. Yet in the one the Judicial Committee have decided that the English law must govern; and in the other the Court of Appeal have held that it must be decided in accordance with the principles of the Spanish law. The latest decision is always that to which the greatest importance is attached. But it is not a little embarrassing to find two Tribunals of the authority of the Judicial Committee of the Privy Council and the Court of Appeal, taking apparently different views on a point of jurisprudence of great interest and consequence to persons connected with Merchant Shipping.—*Feb.* 17, 1876.

GRAIN AND BILL OF LADING STIPULATIONS.

A great outcry was made in 1875 about what was alleged as the contracting of Shipowners out of their liabilities by express stipulations in Bills of Lading. Meetings of Merchants took place to protest against and oppose all attempts to cast upon them the damage or losses arising from the negligence of the servants of Shipowners. On the part of the latter it was said:—"We find seaworthy vessels with certificated "Masters, Mates, and Engineers. We do our best to "secure immunity from sea damage, but if our ser- "vants act negligently and injure our interests, and "at the same time inflict loss upon the goods on "board, the fault does not rest with us, and we will "not convey merchandise by our ships unless we are "exonerated from all liability for the acts of the "Masters and Crews, over whom, when they leave "port, we have no further control." The question was then narrowed to that of a contract for the carriage of goods under conditional terms. The Merchant was not compelled to forward, nor the Shipowner to carry, the goods; but if the former consented to the terms of the latter, then the agreement rested on the limitation of liability as expressed in the Bills of Lading. There is no monopoly of sea routes; and if one Shipowner is unwilling to take upon himself the risks attendant upon the negligence of his Crew, it is possible another may be found of a more reckless character. A Shipowner insures his vessel against perils of the sea, but the destruction inflicted by winds and waves does not include the, at times, equally disastrous losses brought about by the carelessness or ignorance of his servants. In many cases it would be the most prudent course to sell a ship if the Owner is to be made liable for the acts of those he employs. There are many familiar examples of the liability of Shipowners for damage done to goods while in their possession, which we need not

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particularise; but the recent action of "STEEL and CRAIG v. The State Line Steamship Company," and the decision of the Court of Session, Edinburgh, will suffice for our present purpose. About 15,409 bushels of wheat were shipped by steamer from New York to Liverpool, and the Bill of Lading holders made a claim upon the Company for 2,703*l.* in respect of damage to the grain by sea-water. The Shipowners admitted that, through the negligence of one of the Crew, a port on the orlop deck had been left unfastened, through which the water had entered and found its way into the wheat. The port was situated about a foot above the load-line, and when the ship had been five days at sea the leakage commenced. The port, it appears, had been merely pulled in, and not screwed up. Had the Crew performed their duty in a faithful manner they would have seen that all the lower ports in a laden ship were securely fastened, but this was not done in the case referred to. The Steamship Company relied upon a clause in the Bill of Lading which stipulated that they were not responsible for the bursting of bags, or the consequences arising therefrom, or for any of the following perils, whether resulting from the negligence, default, or error in judgment of the Pilot, Master, Mariners, Engineers, or persons in the service of the ship, or for whose acts the Shipowner was liable, or otherwise, namely, risk of craft or hulk, or transhipment, explosion, heat or fire at sea, in craft or hulk, or on shore, boilers, steam or machinery, or for the consequences of any damage or injury thereto, howsoever such damage or injury might be caused; or for collision, straining, or other peril of the seas, navigation or land transit, of whatever nature or kind soever. Some exceptions were raised to the wording of the clause, but as they were of a clerical nature, they are not necessary for the elucidation of the particular question we are discussing. The Court held that the Shipowners were relieved from their liability under these stipulations, and could not, consequently, be made to pay for losses incurred under such an agreement. The Lord President, in delivering judgment, said he arrived at this conclusion with regret, because he was perfectly satisfied that the limitation of the liability of Shipowners in the manner above stipulated relieved them of responsibility for any amount of negligence on the part of their servants, and was likely to lead to negligence and to be attended with very disastrous results; but if parties would enter into such contracts, the Court was powerless to help them. We do not see what the Bill of Lading had to do with the negligence of a man who is sent to shut a port and does not screw it up. He could know nothing about conditions in Bills of Lading and the respective liabilities of Shippers and Shipowners. A rush of water through the port might have given the ship a list, and thus have led to her destruction, and perhaps the sacrifice of all or the greater portion of the Crew. If men will not take measures of security in guarding their own lives, or are too ignorant or lazy to stop water from going inboard, what is the Shipowner in England to do, who is thousands of miles away at the time? When the steamer was loading at New York, the Master, the Officers, and all the Crew were on board, and yet no one looked to the fastening of the ports. An Engineer may also, by an oversight or want of thought, leave a valve open, and by this means cause a ship to

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founder or the cargo to be damaged. It is a serious thing for a Shipowner to make himself liable to the Cargo-owner for the loss of goods by accident such as those spoken of. The Underwriters may refuse to pay for damage to goods by sea-water when it is not caused by the perils insured against. The Insured, when cargo is damaged by sea-water through the negligence of servants, is told by the Insurer to look to the Shipowner for compensation; and when the Shipowner does not protect himself from the consequences flowing from the wrongdoing of his servants, he must pay. We see, however, in the case decided by the Scottish Court on appeal, that a Shipowner may shift the liability for given causes from his own shoulders to that of the Shipper of goods or the Bill of Lading holder. But, as regards the observations of the Lord President, we do not see how the exemption clause can lead to disaster. All Shipowners, in these days of competition in steam trades, are anxious to deliver in good order the cargoes entrusted to them, and all that can be done by them is to censure, suspend, or discharge those who fail to carry out their instructions. No Shipping Company can afford to lose their character for carefulness; for, when they do so, their business is certain to fall off, and any neglect will work its own cure. Premiums of insurance rise in proportion to the claims of Shippers; and it is the interest, therefore, of every Shipowner to secure a high reputation for the conveyance of passengers and goods with safety in the trade in which his ship may be permanently employed. No other system, said the late Sir SAMUEL CUNARD, will succeed.—*April* 26, 1877.

HARBOUR AUTHORITIES.

The liability of Harbour Authorities for neglect of any duty fairly falling within their jurisdiction, long since settled as a question of law, was very forcibly illustrated by a case heard and decided recently in the Queen's Bench Division of the High Court of Justice, and reported in our Law Intelligence on Thursday last. The Mayor and Free Burgesses of the Borough of Saltash, in Cornwall, were made defendants in an action brought by the Owner of a vessel named the *Christabel*, belonging to Whitstable, for damages sustained by that vessel in consequence, as alleged, of a certain buoy not having been in its place to warn vessels of a reef in the Plymouth Sound, known as the "Cobbler." It appears that from time immemorial the Corporation of Saltash have been bound by their Charter to maintain a buoy to mark this danger, and what is, perhaps, more to the present purpose, they own and collect Dues from Shipping for maintaining the Buoyage. Before the accident occurred which was the cause of this action, the defendants had given notice to all persons navigating Plymouth Sound that they had placed a buoy near the reef, and directing that all vessels entering should pass to the westward of it. In the month of March last the *Christabel* entered Plymouth Sound, and shaped her course to pass westward of the buoy. In attempting, however, to pass somewhat close to the buoy, the vessel struck the reef and sustained considerable damage. It was proved that the buoy was not in its proper position, and that if it had been the *Christabel* would have gone clear. It was also proved that

the plaintiff had paid the Corporation of Saltash the Dues and Tolls on his vessel, and he accordingly brought his action to recover for the damage his vessel had sustained, and his loss while his ship was under detention for repairs. He succeeded in the result, and obtained a verdict on such clear grounds that it is not likely to be disturbed.

The principle on which the liability of Harbour Authorities rests is very clearly defined, and should be generally well understood. They are authorised by their Charters or Parliamentary powers to collect Dues and Tolls from Shipping, and the correlative duty imposed upon them is that of keeping the Harbour and its approaches, if within their jurisdiction, in a condition safe for Shipping, either by removing or marking all existing dangers. If there is a failure in this duty, and any damage results to any ship using the Harbour, the Harbour Authorities will unquestionably be liable. In the great case of "The Mersey Board *v.* GIBBS and PENHALLOW," decided finally by the House of Lords in 1866, this principle was laid down in unmistakable terms. Their Lordships there held that where a body is constituted by Statute, having the right to levy Tolls for their own profit in consideration of their making and maintaining a Dock or other works for the use and convenience of Shipping, "there is no doubt of their "liability to make good to the persons using it any "damage occasioned by their neglect in not keeping "the works in proper repair." This principle had been fully asserted in "PARNABY *v.* The Lancaster Canal Company," and in other cases. In the arguments on the case of the *Sierra Nevada* an attempt was made to fix the Harbour Master, and not the Dock Trust, with liability. But the House of Lords would not have it. "We "cannot think," said Mr. Justice BLACKBURN, in delivering the joint opinion of the Judges who heard the argument, "that it was the intention of the "Legislature to deprive a Shipowner who pays Dues "to a trading company of all recourse against them, "and to substitute the personal liability of a Harbour "Master, whose whole means, generally speaking, "would not be equal to more than a very small per-"centage of the damages when there are any." It is quite true that the Corporation of Saltash are not a trading company, but they are empowered to levy Dues on Shipping, and they do so, and the consideration for that permission is, that they shall take means to protect Shipping from the dangers existing in that part of the Harbour of Plymouth within their jurisdiction. In this duty it appears they have failed—to the extent of not marking properly the "Cobbler" Reef—and for this failure they have been successfully called to account in a Court of Law. If there had been no redress in such a case, it would have been very hard upon the Shipowner, and the Corporation of Saltash would have enjoyed an immunity from the consequences of their neglect which certainly does not attach to other public bodies who are empowered to levy tolls for the performance of certain duties. Nor was it in the present case a good plea that the *Christabel* might have given the "Cobbler" Reef a wider berth. Had the buoy been in its proper place, the Reef would have been properly marked, and the accident would not have occurred, or, if it had, the Corporation would not have been liable. By the Harbours and Piers Act of 1847, frequently referred to in these columns, Harbour and Dock Authorities are protected as regards damage to their property, to the extent of making the Shipowner liable for any such damage though his ship is in charge of a licensed Pilot. If, in addition, they could be held exempt from liability for the consequence to Shipping of their neglectful management, they would be perfectly irresponsible bodies, whose existence would be a positive obstacle to the business of Maritime Trade. Our Courts of Law, however, have shown a very decided disposition to keep public bodies, including Harbour Authorities, Dock Trustees, and the like, up to the level of their responsibilities, and the case of the *Christabel* is but another added to still more important decisions in favour of the Shipowner, where he can show damage to his property or his business by the neglectful exercise of jurisdiction by Harbour Authorities.—*February* 10, 1877.

PILOTS AND HARBOUR AUTHORITIES.

The damage to a vessel by negligence or want of skill on the part of a Pilot provided by a Harbour Authority to take a vessel into Port received a curious application in the case of the *Gertrude* (8)—["HOLMAN *v.* The Irvine Harbour Trustees"]—which was tried at the Court of Session, Edinburgh, on the 1st of February, and furnishes another illustration of the anomalous state of the law. If a ship damages Harbour works her Owner is liable, under Section 74 of the Harbours and Piers Act, 1847, to make good the loss, unless he or the Master is bound by law to employ and put his vessel in charge of a licensed Pilot. In the Trinity House districts, all vessels bound to or from the United Kingdom and Brest and the north of Europe are exempted from compulsory Pilotage, as are coasters and ships when navigating in the Ports to which they belong. Suppose, however, the Authorities of Harbours furnish Pilots to Masters of ships to steer vessels into or out of Ports, and Pilotage is not compulsory, would a Shipowner be liable for damage done by the servants of such Harbour Boards? Lord CRANWORTH, in "REEDIE *v.* The London and North Western Railway Company," laid down the principle that, where the relation of master and servant does not exist, there is no responsibility; or, as it has been said, "no one "is liable for the act of another in his service when "he has not had the power of selection himself." When Pilotage is compulsory by Statute, and an unexempted vessel has to be navigated by a "duly qualified Pilot," an Owner is not liable for the acts of the Pilot unless the Master or Crew in any way contribute to the loss thereby incurred. It is held, therefore, that, whether a vessel is driven against a pier or collides with another ship when in the charge of a licensed Pilot, and in compulsory Pilotage waters, the damage must be solely due to the negligence or unskilfulness of the Pilot. In the Scotch case to which we refer, however, the Harbour Authorities of Irvine supplied a Pilot to bring a vessel into Port, and this servant of the Harbour Board, who was not selected by the Master of the vessel, ran the ship on a pile of stones and seriously damaged her. For the loss thus occasioned the Owners of the vessel sued the Harbour Trustees, but the Lord Ordinary held that

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the defenders were not liable, on the ground that, in the Port of Irvine, Pilotage was not compulsory, although the Masters of ships were bound to pay Pilotage Dues whether they were benefited or not by the local knowledge of Pilots. The Pilots are there, and may be had by those who desire to engage them; but, it will be seen, there is compulsory payment but not compulsory service; so that every Shipmaster entering the Port has to pay towards the maintenance of the Pilotage staff. The Lord Ordinary was of opinion that, notwithstanding the relation of master and servant which existed between the Pilot and the Harbour Trustees, the latter were not responsible; for, in providing Pilots for vessels resorting to the Port, they (the defenders) did not undertake more than that due and reasonable care should be observed in the appointment of persons to perform Pilotage duties. On appeal to the full Court, the judgment of the Lord Ordinary was reversed, because the plea put on the record was not sustained by the Harbour Trustees, inasmuch as the person who piloted the *Gertrude* into Irvine was not a proper person for such a service. He was described as a man-of-all-work about the Harbour, or a hobbler, but not a Pilot. He was not a duly qualified Pilot in the contemplation of the Statute, for he was unlicensed. The Harbour Trustees, said the Court, undertook to bring the pursuer's ship safely into the Harbour of Irvine, but instead of doing so, the person they appointed to conduct the vessel seriously injured her, and he was in their employ. Lord ORMIDALE, in delivering the judgment of the Court, drew a distinction between a licensed and unlicensed Pilot in the following terms:—"A duly "qualified licensed Pilot [said his Lordship] was a "public officer who obtained a certificate after a "careful examination of his qualifications, and on "being licensed he acquired an independent position, "very much as a notary public or a messenger-at-"arms. The public was his master, and, being their "servant, the usual consequence of responsibility "arising from master and servant did not arise. "M'GILL, the hobbler, never having been licensed "as a Pilot at all, merely occupied the position of "being a servant working about the Harbour. In "sending such a man to take charge of pursuer's "ship, the defenders contravened their own Bye-law, "that 'no person shall act as a Pilot for or on the "'part of any vessel trading to or from the Har-"'bour of Irvine without being duly licensed by "'the Harbour Trustees, and that under a penalty "'of 5*l.*, besides all damages and expenses "'that may be incurred.'" The other Judges having concurred with Lord ORMIDALE, the Trustees were held liable for the damage done to the pursuer's ship, and had also to pay the expenses of the action. We have said this case was a novel one in relation to the laws governing the Pilotage of ships. At Irvine, and at some other Ports, Shipmasters are not compelled to employ Pilots; but, nevertheless, whether they are wanted or otherwise, the Pilotage fees must be paid. This is called non-compulsory Pilotage, and, by a fiction of law, it may be so. At all events it is an admirably conceived scheme for making Shipowners liable in all cases for damage done in harbour to wharves, quays, buoys, piers, or groins, and, it must be confessed, an ingenious way of securing the Pilotage fees without relieving the Shipowners from their liabilities in the event of collisions or injuries to Harbour works. Had the hobbler who piloted the *Gertrude* into the Harbour of Irvine been licensed, the Trustees would not have been called upon to compensate the Shipowner for the damage done to his vessel through the negligence of a qualified Pilot; and the ship, even if she had been in charge of a licensed Pilot, would not, in the event of damage to other vessels, have been free from liability under Section 388 of the Merchant Shipping Act of 1854, which enacts that no Owner or Master of any ship shall be liable to any person whatever for any loss or damage occasioned by the fault or incapacity of any qualified Pilot acting in charge of such ship within any district where the employment of a Pilot is compulsory. In making payment and not actual employment compulsory, a new way is found to circumvent the Statute and reap the advantages of Pilotage fees. To make confusion worse confounded in this question of compulsory Pilotage, we may state that, on the appeal from the Vice-Admiralty Court of Lower Canada *in re* the *Hibernian*, the Judicial Committee of the Privy Council, on December 17, 1872, held that, where a Statute enacts that certain vessels "shall take on board" a Pilot to conduct them in prescribed waters, "under a penalty equal in amount to the Pilotage of the vessel, which penalty went to a fund for the relief of decayed Pilots, that condition rendered the taking of a Pilot compulsory, on the ground that, when a Statute inflicts a penalty for not doing an act, the penalty implies that there is legal compulsion to do that act, whatever may be the ultimate destination of the penalty. The Court of Session hold that, if the Pilotage must be paid under any circumstances, it does not necessarily constitute compulsory Pilotage. Perhaps the two decisions can be reconciled by astute pleaders, who may be enabled to draw a casuistical distinction between taking a Pilot on board and the exemption from doing so. Twist it which way you will, it comes to the same in the end, for the penalty, in the shape of the fees, goes somewhere.—*February* 23, 1877.

VESSEL NOT BERTHED RECEIVING DAMAGE.

SIR,—I fixed my ship in London to load linseed for Gainsborough, and arrived there on 24th May last, at 9 P.M., and reported the following morning, giving notice to the Merchant. He asked me where the ship was, and I told him she was riding at anchor opposite his works. He then ordered me to let the vessel remain there until he wanted her for discharging. That night, when the flood tide made, the Ager came up very heavy, so that my ship drove from her anchor and 25 fathoms chain, receiving damage to the estimated amount of 50*l.* Is the Merchant liable for the repairs? At the time I was ordered to remain on the opposite side of the river there were quay berths for at least 40 sail of ships, where my vessel could have been berthed, and those that were there received no damage. There is no Harbour Master, and no one came to give instructions as to berthing.

ROBERT GREEN, Master Mariner.

Hull, June 2, 1876.

[In our opinion the Merchant would not be liable, under the circumstances, for the damage done through an act beyond his control.]

VESSEL DAMAGED AT ANCHOR.

SIR,—A vessel, while lying at a wharf discharging cargo, sustained damage to her planking, and was ordered by Lloyd's

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Surveyor to replace the damaged planks. Before loading the cargo, the Master decided upon repairing the damage in a temporary manner, with the object of proceeding home in ballast, and afterwards dropping away from the wharf to an anchorage. While lying at this anchorage she was fouled by a schooner under sail, and sustained further damage, viz. four feet of topgallant rail carried away, together with two lanyards of the forerigging, and one chain plate was slightly bent. The Captain of the schooner fouling admitted his liability, and was willing to pay 5*l.* for the damage his vessel had done, which at the utmost would not cost more than 8*l.* The Captain of the damaged vessel, however, decided upon towing his vessel to another Port, and there make good the entire defects, including the damage which his vessel had sustained at the wharf before the collision, thus making the trifling collision referred to a pretext for a general repair. In the meantime, the Captain of the colliding schooner was notified for a survey, but before it was possible for him to attend, and without even giving him an opportunity of attending, the damaged vessel was towed away from the Port in which she received the injuries, and the Port in which the vessel was lying was perfectly safe, and any or all the repairs could have been done there. The Captain of the vessel at fault immediately proceeded to the Port at which the repairs were being done, and made the offer of 5*l.* already referred to. This offer was refused, and 50*l.* demanded for detention, towage, &c. Under the circumstances herein stated, is there any responsibility on the part of the colliding vessel? Did not the Captain of the injured vessel destroy his claim by removing from a safe Port before a survey could be held on his vessel, or, indeed, before the notice of survey was received by the Captain of the vessel at fault? And could he, on the face of these statements, in any case claim for towage or detention?—Yours, &c., P. R.

Carrickfergus, Jan. 6, 1877.

[If the four feet of rail, the two lanyards of the forerigging, and the bent chain plate might have been restored at a reasonable expense at the place where the accident occurred, the Owner of the colliding vessel—which is admitted to have been the wrongdoing ship—would not be liable for the charges for towage to another Port, nor for any other expenses than those incurred in making good the damages done by the schooner. A survey would not alter the facts.]

VESSEL IN HARBOUR.

SIR,—I have an anchor placed on the beach at this place, out of the fairway of navigation, to which persons have been in the habit of fastening their vessels. On the 30th ult. a fearful gale occurred, and, two vessels being fast to the said anchor, dragged it away, and one of the vessels caused damage to another. This anchor is not considered a proper shore fastening, being only a common anchor placed on the beach. No payment for its use was received from either of the two vessels this time, if ever it was at any other time. Am I in any way liable for the consequences through these vessels dragging the anchor away?—Yours, &c.,

Aberdovey, Feb. 19, 1877. SUBSCRIBER.

[Our Correspondent has an anchor placed on the beach for the convenience of the Masters of ships. It is his private property, and made use of to moor vessels loading his cargoes. If he makes a charge for the use of the anchor, and a Shipmaster pays for the hire, it would imply reasonable efficiency in the holding power of the gear, and, in the event of an accident, the owner of the anchor might be liable. On the other hand, if it was especially provided to moor ships at a particular wharf, and was required for that purpose, the party furnishing the same might be made liable; but if permission had to be obtained to use the mooring, and no fees were exacted, the owner of the anchor could not be made liable for any loss incurred.]

VESSEL IN HARBOUR.

SIR,—My lugger, bound for an Irish Port with a cargo of manure, arrived safe on Thursday, March 1, and I asked the Harbour Master on Friday evening for a berth. He told me to berth on Saturday morning, but mentioned no particular place, so, according to his orders, I berthed on Saturday morning. The Harbour Master did not appear to assist in berthing, and I commenced to discharge. I took no notice of the berth until spoken to by a bystander, who told me the lugger's side was badly chafed. At low water we saw two large iron bolts projecting from the quay, which damaged her bilge considerably. Who is the responsible party?—Yours, &c., G.

March 5, 1877.

[As the vessel was not placed by the Harbour Master where she received the damage, the authorities would not be liable unless the lugger received the injury at a usual place of discharge within their jurisdiction.]

HARBOUR AND PIERS ACTS.

SIR,—What section of the above Acts authorises—or, in other words, where is it shown—that the Shipowner is liable for damage done when the ship is in charge of a licensed Pilot?—Yours, &c., ONE INTERESTED.

Hull, Feb. 12, 1877.

[By Section 74 of the Harbours &c. Act of 1847, the Owner is responsible for damage done to Harbour works unless the ship is in charge of a duly licensed Pilot, *and is compulsory Pilotage waters.* He would not, therefore, be protected, though he had a licensed Pilot on board, unless the "Owner or Master is bound by law to employ and put his vessel in charge of" a licensed Pilot.—(See *Maritime Notes and Queries*, Vol. II., page 51.)]

HARBOUR AND PIER ACTS.

SIR,—A vessel was wrecked in a storm, and afterwards the sea hove her on a breakwater, which was damaged. Seeing the damage was caused by a derelict, are the late Owners of the vessel liable for it?—Yours, &c., SHIPOWNER.

March 20, 1877.

[The wreck having been cast up from the deep and washed ashore by the violence of the elements, that would constitute an act of God for which the Owners of the vessel would not be liable.—(See the Natalian, "River Wear Company *v.* Adamson," Court of Appeal, May 23, 1876; and page 51, *Maritime Notes and Queries*, Vol. II.)]

HARBOUR MOORINGS AND GROUND TACKLE.

SIR,—My ship is at a Port where the regulations make the use of permanent moorings compulsory, and for which a daily charge is made upon the Owners. The ship's cables have to be used in conjunction with the moorings, and necessarily only a few fathoms of her cables can be veered. The rise and fall of tide is considerable, so that at low water the moorings, together with the cables, are lying slack on the bottom. The first rush of flood sends the ship forward, causing a sudden surge, when a foreign ship in the next tier breaks her cable and fouls my ship, causing considerable damage. On examining the broken cable, it is found to be inadequate for the ship's tonnage under our regulations for such tackle, being much worn from age or neglect. As Government Officers have to see all ships at the Port in question duly moored, for which the Owners have to pay a fee (independent of the daily Tonnage Due), is it not their duty to see that every precaution is taken to provide against extreme contingencies known to occur at particular seasons? Foreign competition in the Oversea Trade has contributed to the introduction of ships of extreme capacity, and, however successfully they may cross the ocean, they require the most approved tackling and skilful management when navigating contracted crowded Ports or exposed to gales and other local contingencies. Even in the Thames, where the strength of tides is no important element of danger, gales have often contributed to considerable Shipping disasters, and but for the accommodation afforded through the expenditure of millions of money on docks at our various Ports, greater atten-

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tion to moorings and ships' cables must have been regarded as absolutely necessary, and efficient inspection rigidly enforced.—Yours, &c., VERITAS.

London, Oct. 11, 1876.

[The damage resulted from a ship having a mooring cable too light to hold her, and consequently her Owners would be liable. The moorings provided by the Harbour Authorities did not give way, and the Authorities cannot be made responsible.—(See "Damage in Harbour," pages 120 and 152, *Maritime Notes and Queries*, Vol. III.)]

NEGLECT OF HARBOUR AUTHORITIES.

SIR,—A schooner loaded a cargo of coals and water pipes at a Harbour in Scotland where outward Pilotage is compulsory, and there being few loading berths and no safe berth to lay a vessel out of a loading berth, vessels must go out of the Harbour, if possible, when loaded. The schooner was taken in charge by the Harbour Pilot on the 19th of April, at about 4 A.M., and was unmoored half an hour before high water, the vessel drawing nine feet water. Ten feet were then in the loading berth. In proceeding down the Harbour, with the wind E.S.E., blowing right out, she got fine steerage way, running with topsail, foresail, and staysail, and in the act of setting the mainsail she struck on a bank or bar that had been left to accumulate across the entrance of the Harbour. There being a heavy sea, it drove her head round towards the South Pier. The bower anchor was let go, but the swell prevented it holding, and she drove amongst the rocks at the South Pier. A rope was run to the North Pier, but the water ebbed and she remained fast, the rocks going through her. Patching the holes was resorted to in order to try and float her the next tide, but without success, and she is likely to become a wreck. Are the Harbour Authorities liable to pay all damages for allowing such an obstruction to exist as a bank at the entrance of their Harbour, also for the acts of their Pilot who took charge and unmoored the vessel drawing nine feet, when he ought to have known there were not nine feet to allow her a free passage to sea? There could be no blame attached to the Captain or Mate, the vessel having been stranded, under the circumstances stated, in charge of the Harbour Pilot, whom they were bound to take, and we paid the Harbour Authorities the Pilotage before sailing.—Yours, &c., R.

April 28, 1877.

[The fact of there being a shoal on the bar should have been known to the Pilot, and he would be the party wholly liable for the damages, or to the extent of his bond, if he has given one. Those who appoint Pilots are not liable to third persons for the negligence of such Pilots.]

CANAL NAVIGATION.

SIR,—I chartered a vessel for Brussels with clay, and on arrival at the entrance to the canal, the Master trimmed his vessel to 10 feet 1 inch, as directed by the Canal Company. In entering the second lock, through some projection of the stonework of the lock, the vessel's bilge could not pass over without discharging a portion of the cargo, which had to be done by lighters, and sent on to Brussels. Who is responsible for the cost of Lighterage? Enclosed is a copy of the Charter for your inspection.—Yours, &c., T. C.

St. Austell, March 14, 1877.

[If the vessel was trimmed in accordance with the regulations, and to the satisfaction of the canal authorities, and passed onwards, the cost of Lighterage should fall on the owners of the canal. This would be the law in England. The vessel having been chartered for Brussels, the Master would have to take her there, and consequently the charges for lightening, if there was sufficient depth of water, could not be fixed on the Charterer.]

CASK DAMAGED IN SLINGS.

SIR,—I had a vessel lately which loaded a cargo of sugar at one of the West India Islands, and during her loading one of the hogsheads of sugar was lost overboard through the chines breaking while lifting it from the lighter to the ship. The Captain gave no receipt for this, as it never reached the vessel. On the ship completing her discharge in England, and the freight account being rendered by the Merchant's Broker, a charge was made for the hogshead lost overboard. Do you consider the ship liable and such stoppage legal under the before-mentioned circumstances, bearing in mind that the same means were used for taking this hogshead on board as were used for all the other cargo safely shipped? The Captain had legal advice at the Port of discharge, which freed the vessel from responsibility as far as her gear for taking in her cargo held good.

Sunderland, Sept. 29, 1877. A SHIPOWNER.

[The Merchant had no right to deduct the alleged value of the hogshead of sugar from the freight.—(See "Short Delivery" at pages 59, 60, 61, and 62, *Maritime Notes and Queries*, Vol. I.) The loss would only afford matter for an action to recover the value. If there was no negligence in using canhooks to the chines of a defective cask, when slings might otherwise have afforded security, the Shipowner would not be liable.]

CHEESE DAMAGED BY BROKEN BEAMS.

SIR,—I brought a cargo of cheese from Rotterdam, and we had very heavy weather off the South Foreland, so much so that the cheese deck beams were broken, by which the cheese was much damaged. The cheese was insured, but the office will not pay, saying they are not responsible, and that the fault rests with me, and the Consignee has come upon me as Owner of the vessel; but as my deck beams were good ones, and were broken in consequence of the very heavy weather, I think I cannot be liable, but that the insurers ought to pay. Do you think I am liable at all for the damage?

Sept. 30, 1877. R. R. W.

[If the beams were not properly secured, or were in bad condition, that would constitute unseaworthiness, and render the Shipowner liable for the damage; but if the beams were broken from perils of the sea, the Shipowner would not be responsible for the loss.]

CARRIERS' LIABILITY FOR DAMAGED GOODS.

SIR,—Will you refer us to any legal decisions in which common carriers by land or sea have been held free from liability for goods damaged in transit through being insufficiently packed or wholly unprotected, or which, from their soft and friable nature, would not bear the handling necessary in the course of carriage?—Yours, &c.,

Sept. 1, 1876. SHIPBROKERS & SUBSCRIBERS.

[The Railway and Canal Traffic Act, 1854, enacts that every railway and canal company "shall be liable for the loss of, or for injury done to any horses, cattle, or other animals, or to any articles, goods, or things, in the receiving, forwarding, or delivery thereof, occasioned by the neglect or default of such company or its servants, notwithstanding any notice, condition, or declaration made or given by such company contrary thereto, or in any wise limiting such liability, every such notice, condition, or declaration being hereby declared to be null and void." As regards the liability of Shipowners, Section 503 of the Merchant Shipping Act, 1854, provides that "no Owner of any seagoing ship, or share therein, shall be liable to make good any loss or damage that may happen without his actual fault or privity to goods, merchandise, or other things whatsoever, from fire, or to precious articles, unless the Owner or Shipper thereof has, at the time of shipping the same, inserted in his Bills of Lading, or otherwise declared in writing to the Master or Owner of such ship, the true nature and value of such articles, to any extent whatever." We have answered the question as to damaged goods in numerous letters, which will be found reprinted in *Maritime Notes and Queries*, Vols. I. and II.]

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CRANE.

SIR,—My vessel arrived at a Port with a cargo of limestone, and I arranged to get her discharged by a small steam crane stationed on the quay. The vessel got into berth, and the discharge proceeded. Owing to carelessness on the part of the Craneman he allowed the handle catch of the tub to come in contact with one of the beams of my vessel, damaging considerably the tub (iron) and handle. The Trustees who own the crane now refuse to clear my vessel out of the Port unless I pay for the damage. Am I legally bound to do so? In the meantime, to get to sea, I have paid the amount under protest.—Yours, &c.,

May 22, 1877. LIMESTONE.

[Our Correspondent acted wisely in paying the amount under protest to free his ship; and if the Craneman was in the service of the Trustees, they may be sued for recovery of the sum so paid, and also for Demurrage, if any has been incurred.—(See page 120, *Maritime Notes and Queries*, Vol. III.)]

CORPORATION QUAY.

SIR,—We were ordered by the receivers of our cargoes to discharge at a Town Quay, which is Corporation property and under the jurisdiction of the Harbour Master. Some of our ships have sustained considerable damage, caused by the giving way of the quay moorings, which are in an imperfect state, and some of the facing pieces are off the piles, leaving exposed some iron bolts, which have torn away some copper and wood sheathing. Had we not believed this quay to have been perfectly safe we should not have brought our ships to it. A demand has been made on the authorities for the cost of the damage, and they decline to entertain the same. Do you not consider that a legal claim can be made for the amount due?—Yours, &c.,

FOUR NORWEGIAN SHIPMASTERS.

April 24, 1877.

[The Corporation would be liable for all damage done to the ships caused by the defective condition of the moorings and quays.—(See page 89, *Maritime Notes and Queries*, Vol. II., and page 120, Vol. III.)]

DAMAGE TO CARGO.

SIR,—A vessel loaded with coke and coals, while on her voyage, strikes the ground and becomes leaky, puts into a Port, has to discharge her cargo, takes the copper off to caulk, and then reships the cargo. The cargo was partly wet through her making water, but after she was repaired she was quite tight, and so took in her cargo and discharged it at the Port of destination. On discharging, the Merchants sent Surveyors on board, who stated that the cargo was partly damaged by absorption of wet. If this were so, it must have been caused when the vessel struck the ground, and before she was repaired, and not on her passage out. The Merchant claims and stops from the freight a sum equal to 4 per cent. of the cargo. Who should bear this loss? It is evident that, if the cargo was damaged by wet, it must have been done when the ship committed the act of Average. The cargo was from Genoa, but insured in England.—Yours, &c., SHIPOWNER.

Newcastle, Aug. 31, 1876.

[The Merchant would receive his goods subject to the conditions in the Bill of Lading, which are that the Shipowner is to deliver the same in the like good order and condition as when received, subject to the exception from "the act of God, the Queen's enemies, fire, and all and every other dangers and accidents of the seas, rivers, and navigation, of whatever nature or kind soever." Under an agreement to carry of that nature, the Shipowner would not be liable for loss or damage to the cargo occasioned by the vessel striking on the ground. Freight would be due on all the cargo delivered, whether damaged or not. The parties to bear the loss are the Owners of the cargo or the Underwriters. If coals are damaged through a vessel having to put into an intermediate Port for repairs, in consequence of being in an unseaworthy condition when she sailed, the Shipowner would be liable.—(The Sophy, "Magnus v. Fairbrass," Common Pleas, December 22, 1856); and he would be also liable for damage subsequently incurred by insufficient repairs executed at an intermediate Port.—(The Conqueror, "Zizinia v. Knight," Galway Assizes, reported in the *Shipping and Mercantile Gazette*, March 28, 1854.) A Shipowner would not, however, be liable for damage incurred by dangers and accidents of the seas if the vessel was seaworthy at the time of sailing.—(See "Damage to Cargo," page 87, *Maritime Notes and Queries*, Vol. II.)]

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BOARDS DAMAGED.

SIR,—Thanking you for your reply to our letter in your impression of the 29th inst., we should like to have your opinion in the following case:—We have another vessel delivering a cargo of boards &c. from Sweden, some of which are black in consequence of having been exposed to rain before shipment, but which was not apparent at the time, the boards being then wind-dry. Can the Receiver here hold the Captain liable for deterioration, and is he obliged to extend his protest, and, if so, at whose expense?

Sunderland, Oct. 30, 1877. A. M. LOTINGA & SON.

[If the boards were discoloured and wind-dried before shipment, and were delivered in the condition received, the Shipowner would not be made liable for the damage if the facts as stated could be substantiated.]

LEAKAGE, CAULKING, AND METALLING.

SIR,—A vessel was put into dry dock, the metal stripped off, caulked (for the first time since we have owned her), and remetalled under a contract. After leaving the dry dock and the cargo being shipped, it was found there was a leak in the vessel, and that the water was coming in at or near the sternpost. After discharging about half the cargo it was found that a graving piece had at some previous time been fitted in the side of the sternpost. On removing it, one side and the butts of the same had, it appeared, never been caulked from the first, and the water had evidently now been made in those parts. We may mention that the caulked side, which was the hooding-ends side, had been recaulked by the present dock people. Are the Dock Proprietors (through not ascertaining that the graving piece was there) liable for the expense and delay, or do such fall upon the ship? As the vessel had not entered upon her voyage, we presume there can be no Average claim.—Yours, &c., SUBSCRIBERS.

April 20, 1877.

[It is our opinion that the Owners of the dry dock, who engaged to strip and metal the vessel, should have seen that a graving piece had been left attached by the Builder of the ship on the sternpost. It is an unusual occurrence to leave such a projection there. The Builder would be to blame, for the Owners of the dry dock might plead that they found the graving piece there, and considered it had been fastened on for extra strength, or to cover a defect. It is a case of negligence, but it would be difficult to establish oversight or want of skill on the part of the repairers, for a great many pleas could be raised in their defence.]

JIBBOOM NOT RIGGED IN.

SIR,—My vessel was moored in Sunderland Dock, a steamer, arriving from sea, came across her bow, starting the bowsprit and carrying away the point of the jibboom. The Owner of the steamer would not repair the damage, as he states the Dockmaster had said my jibboom was not sufficiently rigged in. The ship had been eight days in the dock and moored by the Dock Authorities, and her jibboom was rigged in as required in any other Port. I never received a copy of the Sunderland Dock Regulations.—Yours, &c.,

Dublin, March 13, 1877. A SHIPMASTER.

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[It is the custom in most docks to require the jibbooms of ships to be run in; but where there is a Bye-law in force to that effect the Harbour Master should not allow the Captain of a vessel to remain eight days in a basin without giving him notice of a breach of the Regulations. If the jibboom of our Correspondent's vessel was rigged in so as to comply with the rule in other docks, even though it may not have been sufficiently so to conform to the Sunderland custom, he might, if negligence could be proved, recover the cost of repair from the Owner of the steamer.]

HAWSER IMPEDING NAVIGATION.

SIR,—1st. Has not a ship with her head against the stream, and her bower anchor and chain out ahead, a right to slacken her stern rope that was stretched across the navigation to let another pass? 2nd. If damage accrues, can such damage be repaired by the Owner of the damaged vessel without calling a survey by two disinterested persons? —Yours, &c., W. T.

Appledore, Jan. 8, 1877.

[Our Correspondent would have been justified, in a case where a ship would not swing, and obstructed the navigation, in slacking her hawser himself, if there was not room enough for his vessel to pass; but if the vessel had an anchor out ahead, there would be no necessity for her keeping a hawser taut, except at the turn of the tide, or unless the wind was strong enough to swing her across the tide. If the damage was occasioned by the wrongful blocking of the fairway, the wrongdoing vessel would be liable, but it would not be imperatively necessary to add to the expenses by a survey.]

PETROLEUM-DAMAGED BEANS.

SIR,—Have I, as Master, done wrong in the following case:—My ship was chartered at a Port in the Mediterranean, where I arrived with a cargo of petroleum for a Port on the Continent with a cargo of beans in bales and in bulk. In the Charter is the following:—"Now in this Port and discharging petroleum;" and further, "Bills of Lading to be signed by the Master, as customary, at Affreighters' counting-house, and at whatever rate of freight and whatever destination may be required, without prejudice to this Charter, and all responsibility of Charterer, except what regards forwarding, to cease as soon as the vessel is despatched from the Port of loading." After arrival I found that the bales of beans were impregnated with petroleum, and the Receivers declined to accept the sound bales unless I bound myself to pay for the damaged part. Am I bound to do so? I signed the Bills of Lading as presented, without reserve of the question of petroleum. The cargo did not belong to the Charterer, but was supplied by different Shippers, who knew that the ship had brought petroleum. If such is for my account, what ought I to have done to have prevented the heavy loss?—Yours, &c., A CONSTANT READER.

March 5, 1877.

[The Shipowner would be liable to the Bill of Lading holders for the damage to the cargo, as he should have seen that his ship was in a proper condition before taking it on board.]

SHORE FASTENINGS.

SIR,—My vessel and another vessel were moored with four moorings. The shore fastenings of our moorings were private property, for which we had to pay 2*s.* each vessel. On the 30th of January, during a heavy gale, the shore fastenings gave way, consequently we fouled another vessel which was moored ahead of us, but which was unavoidable. Our jibboom fouled her main rigging, and carried away two shrouds and sundry other things. The Owner of this injured vessel sues me for the damage done. He had no one on board of his vessel at the time to put a fender over her side, and I had my vessel all clear of her before anyone came near her. Am I liable to pay for the damage? If so, can I recover the same from the proprietor of the shore fastenings, as I am sure there would have been no damage done had they not given way? Similar cases have often occurred at the place from which I write, but have always been settled by each vessel paying her own damage.—Yours, &c.,

Feb. 7, 1877. A YOUNG SHIPMASTER.

[Our Correspondent might be liable for the damage done to the other vessel; but he would have his remedy against the Owners of the shore fastenings, for the use of which a fee was exacted.—See letter, page 89, *Maritime Notes and Queries*, Vol. II., and page 120, Vol. III.)]

DEMURRAGE AND LAY-DAYS.

WARP BROKEN.

SIR,—My vessel was lying at a Port in Cornwall and during a strong gale parted her warps. The Captain hired the Company's warp, which was also parted. The Company then sent me a bill for the full value of warp, also rent, amounting in all to 21*l.* 5*s.* The same rope was afterwards hired by another vessel from the Company. Can the Company make me pay the full amount of claim, or how am I to act?—Yours, &c., OWNER.

Porthcawl, Jan. 20, 1877.

[If the full value of the warp has been charged, our Correspondent is entitled to the broken one. If, on the other hand, the warp was again made serviceable, our Correspondent is only liable for the damage done.]

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NITRATE OF SODA.—CUSTOM OF THE PORT.

When no long and established custom at a Port exists under which the daily delivery of any particular kind of cargo is regulated, the output must be determined by the ordinary law governing such cases when no specific contract has been entered into to determine the question. With respect, for instance, to nitrate of soda, two receivers in one Port agreed to discharge vessels consigned to them at the rate of thirty tons per diem; and this was referred to in Court as evidence of custom. Nitrate of soda is now brought to Ports where it was never imported before; and looking to the comparatively small quantity entered in twelve months at any one Custom-house in the United Kingdom, we should say that no usage can be evoked to prove an "indisputable custom." We are aware that equal facilities for the discharge of goods in large and small Ports cannot be secured, but it seems strange that a Merchant in one place will take delivery of a hundred tons per day, while in another no more than from fifteen to twenty tons are discharged. Allowing for unloading in docks or alongside quays, and for overside delivery in a tidal stream, the difference seems too great to be defensible. Ships can now be unladen in a quarter of the time it formerly took, for hydraulic machines, steam engines, trams, and trucks are now available for such work, besides many minor improvements in baskets, hand barrows, and other appliances. Then there are special stipulations as to "all possible despatch," and "quick despatch." What may be possibilities, as distinguished from impossibilities, is rather an uncertain problem for the Master of a ship to resolve, and these ambiguous clauses give rise to serious misunderstandings. There is another form of Charter which states that the cargo is to be delivered "as fast as the custom of the Port will allow." It is sought to show that this means the custom of Merchants in compulsorily restricting delivery, and does not refer

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to the reasonable despatch of cargoes generally in a Port. At the Glamorganshire Assizes, on the 8th and 9th of August last, the latter phrase received elucidation so far as regards the discharge of nitrate of soda at Leith.—(The *Helen Burns*; the Swansea Shipping Company *v.* DUNCAN, FOX, and Co. and the British Agricultural Company.) The action was brought to recover Demurrage for the detention of the ship. The *Helen Burns* was chartered to bring a cargo from the West Coast of South America, and received orders to discharge at Leith, the nitrate to be delivered "as fast as the custom of the Port would allow." The vessel was docked at Leith on the 9th of October 1875, and the 1,154 tons she had on board were not all discharged until the 22nd of November. She had three hatches, and could have given delivery of 115 tons per day, but one hatch only was worked at a time. It was contended on behalf of the Shipowner that the cargo was to be unloaded as speedily as possible, unless there were regulations by the authorities to prevent more than a given quantity being delivered during the regular hours. On the part of the defendants it was urged that at Leith there was a custom among Merchants which would be binding on Shipowners, whereby the average delivery was thirty-five tons per day, and as thirty-five days were allowed for loading, this would be a fair and reasonable time for unloading. To this it was objected that the vessel had to be loaded outside the surf by boats, and the comparison, therefore, did not hold good, as there was a vast difference between loading in a roadstead and discharging in a dock. The British Agricultural Association were the co-defendants by an order from Baron POLLOCK, and Mr. WILLIAMS, their counsel, said his clients had to attend and be bound by the judgment of the Court as to the custom. Baron CLEASBY summed up the case at considerable length, and left the facts to be decided by the jury. On returning into Court the latter said there was no custom of the Port to prevent the cargo from being delivered at the rate of one hundred tons daily; that if proper despatch had been used without reference to any custom, the vessel would have been discharged in eighteen working days; and that there was no known custom at the Port of Leith to prevent nitrate of soda being discharged at a faster rate than thirty-five tons a day. This was a verdict in favour of the plaintiff, and the number of days on Demurrage being twenty-four, at £12 per diem, the sum awarded was £288. It may be mentioned that, on the arrival of the ship, the Agents gave notice to the Consignee of delivering 150 tons daily, but the Merchants declined to take more than the alleged customary quantity. A few receivers of any description of goods may meet together, and, by a combination of interests, resolve not to take daily delivery beyond a certain amount; but this method of forging a custom cannot be made binding on Shipowners who may be ignorant of the Mercantile unionism. It too often happens, however, that these questions are settled by County Court Judges, and local influence goes a considerable way in proving the existence of a custom. In one case there happened to be but a solitary coal merchant in a Port, and his evidence was deemed sufficient to prove that twenty tons per day was the custom of the Port. In another action for Demurrage, two witnesses gave evidence of the usage being thirty tons per day, while a third said it

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was forty-two tons. The "indisputable custom" was decided on the principle of a majority, and so the thirty tons of coal per day were allowed to govern the case. Some of the decisions are perfect farces, and serve to bring the law into contempt. A special jury or the Judges of the Superior Courts interpret these Maritime contracts in a more equitable and sensible manner, as we have occasionally shown. The mere understanding among Merchants to prohibit the discharging of a cargo in excess of what it suits them to receive is an intolerable interference with the freedom of trade which all Courts of Law should discountenance. Of course, if a Charterer contracts for fixed quantities, the Shipowner must adhere to his agreement; but where custom is invoked, and that custom is unreasonable and the effect of organisation, and tends to fetter Commercial operations, it must give way to the business pressure of the times and the exigencies of the Shipping Trade.—*Dec.* 23, 1876.

CUSTOM OF PORT AND PART OF DAY.

The uncertainty of the law was fully exemplified by a case decided in the Gloucester County Court, in which the question raised was, whether a portion of a day counted as a whole day when a vessel was on Demurrage, or, when "running-days" were stipulated for, the fractional part of a day was treated as an entire Lay-day. We refer to the *Mjolner*—"COMMELEISSEN and OSMUDEN *v.* HUMPHRIES and Co." The action was instituted to recover a sum of 8*l.* for one day's detention of the ship. The vessel was lightened at Sharpness, then passed up the Canal to Gloucester, and was berthed in the dock at half-past eight in the morning. Notice was given to the Merchant of the vessel having been docked, but he did not commence the discharge that day; and when the whole of the cargo was discharged, there was dispute as to the first Lay-day. The Merchant contended that the vessel was not taken alongside his warehouse until 9.45 in the morning, and that he was not bound to commence the discharge until the next day. Witnesses were called to prove a custom of the Port in this respect; and although the Charter-party fixed the number of days, the Judge allowed the alleged usage to contradict the written terms of a contract, and gave judgment for the defendants. Three witnesses in the same trade were deemed sufficient to establish a custom of the Port. We have said that this case serves to illustrate the uncertainty of the law. In our impression of the 22nd of December, another report of a Demurrage case is given, in which the same kind of arguments were used to defeat the Shipowner's claim—(The Steamship Company of Norden *v.* DEMPSEY, Liverpool Assizes). It was sought to prove that, by the custom of the Merchants in the Liverpool Timber Trade, the Lay-days did not begin to run when a vessel was in the dock, but when the Consignee was enabled to find her a discharging berth. Mr. Justice LOPES left it to the special jury to say whether the custom, as maintained by the defendant, was "uniform, certain, and notorious." The jury gave a verdict for the plaintiffs, thus upsetting the plea of custom; but had the custom been spoken to as being indisputable, the plaintiffs could have moved to set aside the verdict on the ground of misdirection, and also on the alleged custom overriding the agreement. The Judge of the

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County Court of Gloucester did not satisfy himself as to the custom at that Port being "uniform, certain, and notorious." In fact, a Shipbroker of Gloucester, who had been fifteen years Master of a vessel, stated that portions of days were always counted. The Court, however, did not credit this witness, and totally ignored the agreement between the parties. The learned Judge was appealed to by the plaintiffs to determine the wording of a plain instrument, and he went beyond it to find out the usages of the Port, and, like other Judges to whom we have recently referred, the majority swayed his judgment in determining what was the universally established custom of the locality. It was mentioned that the question as to a fraction of a working day counting for a whole day had never been mooted before, much less decided; and that when a Merchant did not commence to discharge a ship until the day after she was berthed, the broken day was for the Merchant's convenience, and that he was entitled to keep the ship's crew idle. As to the question being quite new to Shipowners and Merchants, all we can say is, that for some years past, and even in 1876, we have advised correspondents that there is no such a condition known as parts of days in Charter-parties, and that, when days and not hours are mentioned, any part of a day must count as a whole day when a ship is placed at the command of the hirer, or is as near to a place of discharge as she can safely get. As a rule, County Court Judges are not conversant with Shipping Law, and hence their disagreements on questions of principle and fact. It would appear by our issue of the 21st instant that the Judge of the Ipswich County Court (the barge *Eastwood*) had before him a Demurrage claim, and he held that, when it was endeavoured to make a half day, the plaintiff was entitled to the whole day. A reference to our columns during the last few years would show that the Superior Courts allow custom to explain a contract when custom is stipulated for, but in no other instance. County Court Judges, on the contrary, admit of the breaking of agreements with or without such stipulations. We are asked—"What is the good "of contracts if, after all, the custom of Merchants is to "prevail over them?" and we are appealed to in the Gloucester case to offer an opinion as to whether the judgment is in accordance with evidence and correct in law, we having advised the Master, in November, that he had a claim for the one day's Demurrage. We are told, also, that, if the decision referred to is right and just, our previously expressed and published opinions must be wrong. As regards custom setting aside a written contract, there is an abundance of cases to the effect that an agreement must be interpreted by its letter and spirit. We need not quote common law decisions in this respect, for they must be well known to every lawyer who presides over a Court. The latest was that of the *Volga*—"HOLMAN *v.* WADE," Queen's Bench, December 6, 1876. As to part of a day not counting as a whole day, we might point out that, if a person takes a house for a term, he cannot get rid of his liability to pay the rent for the full period by vacating it before the time has expired. In like manner, all servants of the Crown are paid full wages for the day of discharge, and in the Merchant Service an Owner would not succeed in an attempt to deduct half wages, or to strike out the day of discharge in a wages claim. It is not a question as to the intention of parties, but as to the positive terms of a written document. We have never had any doubt or misconception on the subject. If a Charterer desires to protect himself from paying for time not taken up by him, he should stipulate for running hours, and then there would be less room for litigation. Even then a litigious Merchant might claim to deduct parts of an hour, and want to settle by the minutes. We see no difference between a ship and a cab, or other vehicle. If the latter is engaged by the day at a fixed price, or by the hour, the full time must be paid for. In justice, however, to ourselves, we can only defend the position assumed by referring to a case decided by Judges MELLOR, LUSH, and QUAIN, in the Court of Queen's Bench, in August 1875, in which they were unanimously of opinion that part of a day must be treated as an entire day. The principle has been settled by that judgment; but if those who administer the laws in County Courts refuse to be guided by such decisions, the only plan to adopt by those who consider themselves aggrieved is to appeal to the higher Courts.—*Dec.* 28, 1876.

TRUE DELIVERY OF CARGO AND DAMAGE.

The Court of Session, Edinburgh, as may have been seen by the report of a case which appeared in our impression of the 7th instant, had to give judgment in a cause involving the question of right and true delivery of cargo. On July 8, 1873, we commented, in connection with the payment of freight, on this phase of a Shipping contract. Since the appearance of that article it has been held that if the Master of a ship detains his vessel in port in consequence of keeping the cargo on board, he can have no claim for Demurrage.—(See "ELLIS *v.* BAK," Liverpool Assizes, August 25, 1873.) If, therefore, a Merchant refuses to take to his goods, it is the duty of the Master to land and warehouse the same; and if he does not do so, no claim for Demurrage arising from making a warehouse of the ship can be sustained. The Merchant Shipping Act, 1862, gives a Shipmaster the right to enter goods for delivery, and, where no Customs' entry is required, the cargo may be landed after due notice. The Statute is not so clear as it might have been as regards goods imported from foreign Ports, for the two paragraphs on the subject read thus:—

"(1) If a time for the delivery of the goods is expressed in the Charter-party, Bill of Lading, or agreement, then at any time after the time so expressed.

"(2) If no time for the delivery of the goods is expressed in the Charter-party, Bill of Lading, or agreement, then at any time after the expiration of seventy-two hours, exclusive of a Sunday or holiday, after the report of a ship."

The time for the delivery of the goods, in our opinion, implies the Lay-days and not the Demurrage-days. Taking this view, we can reconcile the judgment in "ELLIS *v.* BAK" with Clause 67 in the Act of 1862. If Demurrage-days were included, and the Master could not commence delivery, he would be compelled to make a warehouse of his ship, and would have no claim for the detention beyond the days allowed in Demurrage under the Charter. A Merchant, however, may not fail to make entry, and yet decline to take delivery; and, as may be gathered from letters addressed to us for advice, Bills of Lading are presented, the goods are unladen, and

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the Merchant neither furnishes a proper person to take tally nor does he take possession. The goods are thus left on the quays, and disputes occur as to the liabilities of Shipowners or Consignees for loss or damage after leaving the ship's side. Where goods are to be taken from alongside, and the Master of a ship is ordered to give delivery, the Merchant should take to his property, and weigh it, or measure it, before its removal from the quay or other landing place. If a Merchant refuses to take possession from alongside, and the goods are left exposed, the question is—at whose risk are they after delivery alongside? The Scotch appeal case we have referred to, namely, the *British Princess*—"GRIMOND *v.* British Shipowners' Company"—helps to confirm other decisions and establish a governing principle. In the case of the *Norway*, the Admiralty Court held that "usage of "trade constitutes a delivery on a wharf, with notice "to the Consignees, sufficient." In July 1865 the Judicial Committee of the Privy Council affirmed the judgment of the lower Court. A sufficient number of actions have been tried involving the question as to what constitutes delivery, and from them all we gather that, if goods are delivered at proper times and places, with notice to the Consignee, that is rightful delivery; and, this being so, the Shipowner ought to be relieved from all liability for losses when the goods are presumed, by common law, usage, and contract, to be in the legal possession of the Bill of Lading holder. This limitation of liability was clearly represented in the cause of "GRIMOND *v.* The British Shipowners' Company." The Shipowning Company sued the Merchants for the freight on ninety-one bales of jute, and the latter pleaded that they were entitled to deduct from the amount claimed by the plaintiffs the damage sustained by the goods when they were on the quay. The Sheriff-Substitute, in the first instance, held the Shipowners blamable; but, at the second trial, the Sheriff-Principal gave judgment for the Shipowners, but allowed the sum of 11*l.* 7*s.* with respect to the damage done to eleven bales, which, in his opinion, had been imprudently landed during the prevalence of a storm. The Merchants appealed against the decision of the Sheriff-Principal, and, after listening to the arguments of counsel, the learned Judges of the Court of Session adjourned the case to take evidence as to an alleged practice existing at Dundee, under which delivery was not completed until the Consignees had checked the tally and transferred the bales to their own carts. The Lord Justice Clerk, at the final hearing, said that the practice had not been properly raised, for there could be no doubt that the question of delivery was as much a matter of common sense as of law, and that, *primâ facie*, the goods were delivered at the time the damage took place. The Carriers, said his Lordship, fairly discharged their duty when the goods were landed at the ship's side, the Consignees having been cognisant of their being on the quay. No practice, custom, or usage could be put forward to set aside a contract which stipulated that the goods were to be delivered alongside. Lord ORMIDALE said it might be true, and easily proved, that there was a custom of checking the tally by the ship's clerk on the one hand and the Merchants on the other; but it was a mere arrangement for the mutual convenience of both parties. Delivery was to be made at the Port without any stipulations in the contract of affreightment as to the custom of tallying, or in not taking delivery until it suited the Merchants to find carts to convey the jute away. If the goods had been landed on the quay without any notice to the Consignees, and there left to be injured by the wet, and without covering the Shipowner, said Lord ORMIDALE, would be liable for the damage done; but where notice had been given of the arrival of the ship, and discharge had been going on for three or four days, the Court held that the goods on the quay would be at the risk of the Merchants. Lord NEAVES and Lord GIFFORD concurred in the ruling of the other Judges, and judgment was given for the Shipowners, subject to an allowance for the depreciation caused by discharging eleven bales during a storm. As a matter of course, a Shipowner must not needlessly damage property by exposure to wet; for, unless weather working and rainy days or hours are excluded by Charter from the Lay-days, the delay is at the cost of the Merchant, and therefore the Shipowner is protected to that extent. The duty of sheltering goods from the wet is cast upon the Shipowner if no one is present, as tallying clerks, labourers, or otherwise, to receive them for the Consignee. If the Consignee has servants at the ship's side to take delivery, whether the goods are checked or not, they are on the quay at the risk of the Merchant. When a given number of Lay-days are contracted for, the Shipowner is as much bound to deliver within that time as the Merchant is to take delivery. When Shipowners have not discharged the whole cargo within the Lay-days, it has been pleaded that the Merchant might have taken delivery, but that the ship did not give quick despatch. If expedition is used in order to deliver in contract time, the goods should be warehoused if a Merchant neglects to tally or to take possession. This seems to be the only remedy to meet the cases of damage and non-payment of freight.—*July* 14, 1876.

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HOURS AT PORT OF CALL.

SIR,—I arrived at this Port at 12 o'clock on the 27th inst., with a cargo of Indian corn from New Orleans for orders. My Charter-party stipulates, "48 hours allowed at Port of call, and vessel to be discharged as quickly as possible—not to exceed 10 days." Am I right when I claim Demurrage from the same time on the 29th inst., no orders having yet arrived?—Yours, &c., HARALD LARSEN,

Master of the Norwegian barque Vanadis.

Queenstown, March 29, 1877.

[It is usual in Charter-parties to agree for delivery of orders in course of post, or within two days. Where, however, the contract is for hours, that must govern, and the Lay-hours would expire in this case 48 hours after arrival.]

PORT OF CALL AND DEMURRAGE.

SIR,—On a Saturday I received notice, by wire, of the arrival of a vessel at a Port of call, and on Monday morning a notice in writing. The Charter states that orders are to be given within 24 hours after notice of arrival has been given. I gave orders on Monday forenoon. The Captain states that his time expired at 8 o'clock on Sunday evening, and claims one day's Demurrage. 1st. Am I bound to take notice of a telegraphic announcement of the ship's arrival which does not bear the Captain's signature? 2nd. Does the Sunday count as part time or is it excluded? 3rd. Am I bound to give orders by wire; and would not my letter, posted on Saturday or Sunday, be deemed as orders given

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within 24 hours? 4th. Would not my telegram on Monday forenoon be equivalent to orders given in writing and posted as above? 5th. Am I liable for the day's Demurrage claimed by Captain?—Yours, &c., MERCHANT.

Leith, Aug. 17, 1876.

[1st. A telegram is a written notice. 2nd. It is admitted that the notice of the ship's arrival was received on the Saturday; therefore, in the absence of any express agreement to the contrary, the 24 hours would expire from the time the telegram was delivered. 3rd. If there was an agreement to give orders in 24 hours without mention of post, the orders would have to be given by wire or special message. 4th. If the Master received his orders on Monday morning, that day would count as a Lay-day. 5th. If the Lay-days had run out, the Monday would be the first day on Demurrage.]

NO DEMURRAGE-DAYS FIXED.

SIR,—1st. When no Demurrage-days are specified in a Charter-party, has the Charterer the power to keep the vessel waiting for cargo indefinitely? 2nd. Or is the Owner in the same position as he would be if the number of Demurrage-days usually allowed for the size of his vessel were actually stipulated in the Charter? 3rd. What would be the lawful and sensible course for a captain to pursue, under such a Charty-party, so as to protect the interests of the ship, when, after long and unreasonable detention, his cargo is still not forthcoming? 4th. Can extra Demurrage be claimed from a certain date after the expiration of his Lay-days? 5th. And how are the Demurrage-days to be defined?

Swansea, March 22, 1876. LEGISLATEUR.

[We are not told whether permission has been given to the Charterer to detain the vessel at a certain rate per day after the expiration of the Lay-days, and therefore we must assume, for the purpose of answering our Correspondent's queries, that the hirer has contracted to keep the ship on Demurrage, but that no time has been fixed. 1st. The Charterer could not keep the vessel at his convenience for an unlimited period, but only for a reasonable time, on Demurrage. 2nd. He could not, in the absence of a specific agreement, be in the same position as if the number of days on Demurrage had been expressly provided for. 3rd. We could not advise without knowing the contents of the Charter-party, and all the facts of the case. 4th. If a vessel has been unreasonably detained, the Shipowner might claim extra compensation; but Demurrage is the mere creation of a contract. 5th. Unless Demurrage remuneration has been agreed upon, there is no way of defining the Demurrage-days. If the Shipowner has not covenanted to permit the Charterer to keep the vessel beyond her Lay-days, the Master might recharter the vessel, or sail away on the expiration of the Lay-days.]

RAILWAY TRUCKS.—DEMURRAGE.

SIR,—A ship discharged a cargo of coal here under Charter stating "80 tons a day despatch." She put out 335 tons. 1. Should Demurrage begin after the eleven days or twelve? 2. Is a railway company liable for unreasonable detention of a ship through scarcity and, some days, no supply of trucks, whereby Charterers have had to pay a considerable sum to Shipowner for Demurrage?—Yours, &c.,

Newhaven, Dec. 18, 1876. ONE INTERESTED.

[1. The thirteenth working day would be the first day on Demurrage. 2. The Charterers would be liable for all detention arising from deficiency of trucks; but they would have their remedy over against the railway company.]

RAILWAY TRUCKS.—DEMURRAGE.

SIR,—The answer to the Eastbourne Gas Company, in your impression of the 21st inst., came under my notice this day, concerning my ship and Demurrage, in which it is stated that 12 days could be claimed for 335 tons, at 30 tons per day. Did you understand that my ship had in 85 tons on the 12th day and no work done, and that she was not cleared till the 21st day after commencing, for want of trucks? Am I to refund one day's Demurrage or not?—Yours, &c.,

Tyne Dock, Dec. 28, 1876. W. H. SMITH, Mary Ida.

[Nothing was said in the former letter about the vessel having 85 tons on board on the 12th day. The Consignees were entitled to consume 12 running working days, and on the 13th day the vessel would be on Demurrage.]

DAILY PAYMENT OF DEMURRAGE.

SIR,—Last year I chartered a German vessel, of 420 tons register, to bring oak and pine timber from Quebec for Antwerp, with 20 running days for loading at Quebec. The Master advised the Shippers of the cargo, who were the Charterers' Agents, of the vessel being ready to take cargo, which has been furnished. When all the days were expired the Captain advised that he claimed, daily, the stipulated Demurrage as per Charter-party—say 8*l.*—day by day, up to the final loading. Payment, however, was refused, and the Captain protested against the Shipper with statement of the laying-days, and, under reserve, to encash the amount due to the vessel from the Charterers, the latter being at the same time the Receivers of the cargo. Are the Charterers obliged, in consequence of the stated arguments, according to the English law (also English Colonial law), to pay the Demurrage due to the ship or not? FERDINAND SCHULTZ.

Antwerp, March 9, 1876.

[If the Charter-party states that the Demurrage is to be paid day by day, and a lien is given on the cargo by Bill of Lading, the timber might be discharged and held in Antwerp until the claim is paid. On the other hand, if the Charterer contracted to load the vessel in a given number of days, and has not done so, he would still be liable under British law for payment, whether in the United Kingdom or the Colonies.]

DAILY PAYMENT OF DEMURRAGE.

SIR,—Referring to my letter, answered in the *Shipping and Mercantile Gazette* of the 13th inst., concerning Lay-days at Quebec, was the Captain obliged by English law, and also English Colonial law, to protest immediately the days expired and Demurrage commenced, or could he still protest when the ship was totally loaded by signing Bills of Lading?

Antwerp, March 25, 1876. FERDINAND SCHULTZ.

[It is not necessary in establishing a claim for Demurrage to prove that a protest was made when the Lay-days expired. This would apply to English or Colonial law. The written contract would show when the Demurrage days should begin, and that document when proved is sufficient evidence. It is customary, however, to notify the Charterer or his Agent when the Lay-days have expired, and this practice should always be followed as a matter of convenience as well as of courtesy.]

GUARANTEE FOR DEMURRAGE.

SIR,—A vessel is chartered to load a cargo of coal, and to be discharged in 14 running days, the Demurrage, if any, being 5*l.* per day, the Captain having usual lien on freight and for Demurrage. The vessel was loaded, and proceeded to the Port of discharge, and on her arrival the Bill of Lading was not forthcoming, but it was produced on the third day after arrival, although orders were given to the Captain to deliver cargo to his Broker on the same day by wire, as she was ready. He refused to act on this, and has since declined to deliver the cargo unless a guarantee was given for Demurrage. The dispute has continued, the Lay-days have expired, and now he declines to release cargo unless the Demurrage is paid day by day. Is the Captain responsible for the detention? and can he hold the cargo? If the Captain is wrong, what is the remedy? I may add that an absolute guarantee for Demurrage was given three days before Lay-days expired. MERCHANT.

Swansea, Oct. 26, 1877.

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[The Master had no right to deliver cargo unless upon the production of the Bill of Lading, and having a lien for freight and Demurrage, he was entitled to hold the cargo till the same were paid; but if he refused to land the coal, he could not claim Demurrage for the detention caused by holding the cargo on board the vessel.—(See "Lien for Demurrage," pages 6, 12, 63, 68, 180, and 181, *Maritime Notes and Queries*, Vol. I.; and as to "Freight," at pages 7, 26, 129, and 138.)]

EXTRA GANGS AND DEMURRAGE.

SIR,—On the 24th of December a vessel with a cargo of coals, arrived in Sutton Harbour, owing to the crowded state of which, as alleged by the Harbour Master, he could not put her into a discharging berth until the 5th inst., when, to facilitate the discharge of cargo—it being much wanted by the Consignees—they, at their own expense, engaged an extra gang, and the quantity per diem stipulated by the Charter-party was considerably exceeded; so that, counting Lay-days from the actual commencement of delivery, the hold was cleared two days before the time. Can the Captain claim Demurrage from the 24th December; if so, who is liable to pay it?—Yours, &c., MERCHANT.

Plymouth, Jan. 17, 1877.

[The Lay-days would commence when the vessel entered the harbour; and if delay took place through the crowded state of the Port, the Shipowner could not be made to pay for extra gangs in discharging, so as to relieve the Consignee from the payment of Demurrage.]

TIMBER CARGO.—DEMURRAGE.

SIR,—What would be a fair and reasonable Demurrage (the Merchant being willing to pay what is right) for a vessel 110 tons register, for 21 running days, loading a cargo of 96 loads of timber? The delay arose through the Merchant not being able to get the timber on the quay fast enough, it having to be brought from the wood.—Yours, &c.,

Rye, July 20, 1876. SHIPOWNER.

[Allow 1,700 feet for each clear working day, and Demurrage at the rate of 4*d.* per ton on the registered tonnage of the vessel for all days beyond.]

RAILWAY TURN.

SIR,—There are four ships at this Port, A, B, C, and D, which are to be loaded in the following manner—A, B, and C by horse and waggons, and D by the Cornwall Railway. A and D are first in turn, providing the Cornwall Railway berths are at liberty, so as to give D turn when and at same time A is berthed. A is berthed at the Cornwall Railway, although A is loading by horse and waggon; C and B both occupy horse and waggon berths, C loading, B waiting, and D out of berth. Does this constitute regular turn, as A could have horse and waggons berth, and by so doing would leave the Cornwall Railway berth at liberty for D?—Yours, &c., MASTER.

Par, April 12, 1877.

[If A was placed in turn before D at the wharf where the vessels are loaded from the railway, and had no right of turn to be there, that would constitute loading out of turn, and entitle D to compensation for the delay thereby occasioned.]

REGULAR TURN WITH SAILING VESSELS.

SIR,—I arrived here on the 4th inst., with a cargo of 120 tons of burnt ore in bulk. My Charter-party reads as follows:—"The cargo to be discharged according to the custom of the Port, in regular turn with sailing vessels discharging at the Victoria Wharf." I have not yet commenced to discharge, neither do I see any prospect at present of doing so, as steamers are continually arriving and discharging there. How long can they legally keep me, and can I claim Demurrage? A SHIPMASTER.

Newport (Mon.), Oct. 10, 1877.

DEMURRAGE AND LAY-DAYS.

[The vessel is to be discharged in regular turn with sailing vessels. There is no established custom that when a sailing vessel is on turn to discharge she shall be displaced by a steamer, and therefore, when the ship is in berth she should be unladen in two or three working days.]

DISCHARGING IN TURN.

SIR,—A vessel of 12 keels arrived at a Port on the East Coast with a cargo of coals to discharge, and there was no Charter-party, but merely a verbal agreement between the Master and the Merchant. Three vessels were chartered at the same time for one Merchant. The first ship arriving was to take turn. My vessel arrived on Oct. 29 last, being the first vessel, and has now been 20 days discharging. The other two vessels arriving after me, of 8 and 10 keels respectively, were discharged, one in five days and the other in ten days. How long can the Merchant keep my vessel? and when can I claim Demurrage?—Yours, &c.,

Nov. 17, 1876. SHIPMASTER.

[The Owner of the vessel would be entitled to Demurrage for the time lost in discharging ships which entered after his, and for any subsequent delay. Two vessels discharged between them 18 keels in 15 days. If this is the usual despatch of the Port, it would govern the case.—(See "Verbal Agreements" at pages 65, 68, 69, 117, and 179, and "Breach of Regular Turn," at page 8, *Maritime Notes and Queries*, Vol. I.)]

DISCHARGING WITHIN THE LAY-DAYS.

SIR,—My ship is discharging a cargo of grain here, and her days are getting short. I am giving the Merchant every facility for discharging, and he is taking about 2,000 qrs. daily. Can he compel me to allow the discharge to proceed after the Customs' hours, even though he pay the extra expense? My vessel is 980 tons. SHIPMASTER.

Plymouth, Sept. 11, 1877.

[It would be reasonable to allow the Merchant the opportunity of giving increased despatch to the ship, and, for that purpose, to discharge a free cargo, by permission of the Custom-house Officers, after business hours. If, however, the Shipowner is bound to give delivery, and the Merchant to receive the cargo, in a given number of days, both parties to the contract may take the agreed time.—See pages 22, 83, and 90, *Maritime Notes and Queries*, Vol. II.)]

DOCKING AND LAY-DAYS.

SIR,—My vessel is now in Carron Roads, bound to Grangemouth, and has been there for four days. On my arrival I applied to the Dockmaster, who stated that the dock was so full of ships that she could not get in, and my turn for dock will only commence on Monday, the 11th. The vessel can only go in on spring tides, therefore there will not be water for my ship on Monday, and she will have to wait until next springs, which means six or seven days. My Charter states "that the vessel has to discharge at Grangemouth, or so near as she can safely get, and discharge with all despatch, as customary." When do my Lay-days commence, and how many days will be the custom for 140 standard deals? If I wait the springs, that should be sufficient. There is no stipulation as to waiting turn.—Yours, &c., SHIPMASTER.

Grangemouth, Sept. 9, 1876.

[The vessel was chartered for Grangemouth, or as near thereto as she could safely get. No particular dock or place of discharge was mentioned in the contract, and therefore, when the ship got as near as she could safely get on the top of the first spring tides the Lay-days should commence. Despatching as customary is not synonymous with waiting turn. The discharge should not be less than for the equivalent of two keels per day. 5·1515 standard hundred is assumed to be equal to one keel. Not less than 84 tons should be discharged per working day.]

DEMURRAGE AND LAY-DAYS.

RUNNING-DAYS.

SIR,—We have noticed a letter in your impression of Dec. 26, and your answer thereto, respecting Running-days. We charter a great many vessels to load in this Port, and generally insert in our Charters a certain number of days for loading (Sundays and holidays excepted), although sometimes Owners insist on Running-days. In the latter case we are of opinion that Sundays and holidays reckon as part of the Running-days, and when they expire we consider that Demurrage is due to the ship, and we have paid it without question. If the Charter-party stated so many days for discharging or loading in London, then, by the vague wording, we consider that you are right by proving custom; but when a document is plainly worded, as the case was put to you, no custom can upset it. Perhaps you are able to quote a case or cases tried in some of the Superior Courts where the point at issue has been decided.—Yours, &c., C. & CO.

London, Dec. 27, 1876,

[The question turns upon the meaning of the word "running," and in several cases this has been held by custom to be all working days. In the case of the Young Scalesby, "Smith *v.* Beals," Court of Queen's Bench, the Judge asked defendant's Agent whether the people at Inverness wou'd work on the Sabbath, and the reply was, "They would shoot him." Mr. Justice Lush told the jury that Sundays should be excluded in Lay-days, but reckoned on Demurrage. The hirer of a ship has not got her at his command to load or discharge on Sundays, it being contrary to the Customs laws and the Lord's Day Act. By the usage of London, "days" are Running-days, and they exclude Sundays.—(See "Working days or Running-days," *Maritime Notes and Queries*, Vol. I., page 124, and Vol. II., pages 29 and 82.)]

RUNNING-DAYS.

SIR,—Referring to your answer in your impression of the 9th inst. as to Christmas-day being excluded from Running-days, we would ask if, among the 1,400 Demurrage cases you refer to, you can name any recent ones of authority where it has been decided that Sundays, Christmas-days, &c., are not included in Running-days? We believe it is generally understood by Shipowners and Merchants that Running-days mean every day without exception; and when it is desired to except Sundays and holidays, the words "Sundays and holidays excepted" are inserted in the Charter after "Running-days."—Yours, &c., SHIPOWNERS.

London, Jan. 10, 1877.

[We know of no case in which a Shipowner has been allowed to count Sundays, Christmas-day, or Good Friday as a Lay-day in a Charter stipulating for "Running-days," unless under a special agreement. All such cases have been decided by juries in the Superior Courts, or in County Courts. The question has not been decided on appeal recently, but if our Correspondents have a case they might obtain the opinion of the full Court on the meaning and right construction of the term "Running-days."—(See page 29, *Maritime Notes and Queries*, Vol. II.) The leading case of "Cochran *v.* Retberg" has never been overruled.]

SUNDAYS AS LAY-DAYS.

SIR,—In your impression of this date you state, in reply to a question put to you by Messrs. Macdevette and Donnell, of Londonderry, that "when the Lay-days have expired all days count on Demurrage, and therefore the Sunday would be the first Demurrage day." I have a very strong impression that it has been decided otherwise, i.e., when the Lay-days expire on a Saturday, the following day, being Sunday, shall not count as a Demurrage-day. I believe a case in point is to be found in your *Maritime Notes and Queries*.—Yours, &c.,

Feb. 1, 1877. A SUBSCRIBER.

[In the absence of any custom to the contrary, "days" and "Running-days" mean the same thing, and do not except holidays unless there is an established custom to do so.—("Cochran *v.* Retberg," "Brown *v.* Johnson," and "Niemann v. Moss.") Discharging days, namely Lay-days, do not include a Sunday if it happen to be the first or last day. This latter rule applies only to Lay-days, and not to Demurrage-days.—(See page 124, Vol. I., and pages 29 and 82, Vol. II., *Maritime Notes and Queries*.)]

GOOD FRIDAY AS A LAY-DAY.

SIR,—My vessel was chartered in London to a Port in the Bristol Channel, with 15 days to load and discharge, of which eight were left for discharging. The wording of the clause is as follows:—"Fifteen days (Sundays excepted), and 10 days on Demurrage at 3*l.* per day." Now, in the discharging days Good Friday happened to come, and the Merchant kept the ship on Demurrage; but as Good Friday came in the Lay-days, he says the ship must lose that day, as it was like a Sunday. I never excepted holidays, but only Sundays, and I lose the Sundays, and the Merchant the holidays.—Yours, &c., PERPLEXED MARINER.

Cardiff, April 9, 1877.

[The contract must be construed in a literal sense. Good Friday is not a Sunday, and therefore that day would count as a Lay-day.]

EXTRA GANGS AND LAY-DAYS.

SIR,—On arrival at a Norfolk Port on the 14th, I had 17 Lay-days, and I have worked with my Crew, besides employing a Meter and his gang. Two Lay-days are unexpired, and I have, out of 3,500 quarters, only discharged 2,182. The discharge, consequently, cannot be effected in the given time (17 days). I have complained several times to the Merchants of "slow work," and they reply, "Put on more hands." Am I supposed to provide and pay for extra labour, besides the Meter and his gang? My Charter-party states that all expenses relative to the cargo are to be borne by those concerned (Receivers, Shippers, and Merchants) with the cargo. Finally, I gave notice yesterday that my Lay-days terminated on the 30th inst., and I should expect to enter into Demurrage on the 31st. The Merchants replied—"Without admitting that, we again remind you of our willingness to receive the cargo as fast as you will deliver it. If the ship is not cleared at the expiration of the Lay-days, the detention will have been caused by your not employing more hands to work cargo out of hold." The reply in your number of the 27th inst. states—"If the Shipowner desires his vessel to be despatched before the Lay-days have expired, any charges incurred," &c. I do not dispute the question of unloading before the Lay-days have expired; it is who is to incur the expenses if the Merchants request "quicker discharge," so as to avoid paying me Demurrage. In this case, am I obliged to provide extra labour to please the Merchants and save their expense?—Yours, &c.,

Dec. 29, 1876. CAPTAIN OF A FOREIGN VESSEL.

[If the vessel could be discharged in 17 days the Shipowner would be bound to give delivery within that time; and if the Merchants are prepared to receive the cargo within the 17 days, and the Shipowner does not give delivery, the Merchants would have a claim for breach of contract in withholding their goods. The obligation to take delivery is as binding on the Merchant as it is on the Shipowner to give delivery, and all expense in discharging within the time falls on the Shipowner. If the ship is being discharged at the expense of the Merchant, and the latter desires extra despatch, the charges would fall on the Merchant, and the Master should employ the men.—(The law will be found explained at pages 22, 82, and 90, *Maritime Notes and Queries*, Vol. II.)]

SPRING TIDES AND LAY-DAYS.

SIR,—I arrived in Sharpness new basin on the evening of Monday the 26th of February, and went to Gloucester by train early on Tuesday morning, where my steamer was reported at the Custom-house at 10 A.M., and the Merchant had notice about my being ready to discharge at any time. Docs

DEMURRAGE AND LAY-DAYS.

Tuesday the 27th count as a Lay-day or not? Previous to my entering Sharpness basin I had been lying in Kingroad, waiting for spring tide, for three days. Of this the Merchant was aware, as he had then samples of my cargo, and could have taken all necessary steps to commence discharging at once on my arrival at Sharpness. Can I claim for the time consumed at Kingroad while waiting for water? If Tuesday the 27th is to be counted as a Lay-day, and the Merchant had made proper use of it as such, I should have been discharged in time.—Yours, &c., P. R. BOE, Master.

Gloucester, March 6, 1877.

[The steamer, as we find by the Charter-party submitted to us for perusal, was chartered to discharge in "a safe Port in the United Kingdom, or a safe Port on the Continent between Havre and Hamburg, or so near thereunto as she may safely get." The Bill of Lading stipulates that he or they shall pay the freight for the said goods as per Charter-party, and adhere to all its other conditions. The vessel could get safely to Sharpness on the rise of the tide, with her cargo on board, and therefore the Lay-days would not commence to run until the ship was within the Port of Gloucester. The vessel having arrived after working hours on Monday, the next day (Tuesday) would be the first Lay-day.]

STORESHIP AND SUNDAYS.

SIR,—My vessel was chartered as a storeship to hold a cargo of grain on board for six or more days, at 2*l.* 15*s.* per day. The Merchant objects paying for Sunday. Can I claim for Sunday, as my agreement is per day?—Yours, &c.,

Carnforth, Sept. 5, 1876. SHIP CAPTAIN.

[Under such an agreement all days, and consequently Sundays, would count.]

RAINY DAYS.

SIR,—A vessel discharged salt under the following Charter:—"Seven days, Sundays excepted, to be allowed the said Merchant for loading, and to be discharged at the rate of 50 tons per like day." Would stormy and rainy days, on which it was impossible for the Consignee to take delivery of the cargo, count as Lay-days? The cargo was received, as per Bill of Lading, in good condition, and was to be delivered in the same condition, which would not have been the case had the vessel discharged during the rain and storm.—Yours, &c.,

Konigsberg, Sept. 16, 1876. ENQUIRER.

[A vessel, by the aid of awnings, could be so covered as to admit of cargo being discharged without subjecting it to the rain. It has been decided that a Charterer is liable for all detention caused by stoppage in the delivery, unless there is a stipulation exonerating him from discharging in wet weather.]

ENTRY OUTWARDS AND LAY-DAYS.

SIR,—When a vessel is under charter to a foreign Port, and her Owner or his Agents give notice of readiness for cargo to the Shippers, but the ship is not entered outwards until some days afterwards, can they (the Shippers) claim the commencement of Lay-days from date of entry outwards? —Yours, &c., SHIPPERS.

Newport, Nov. 15, 1876.

[If the Shipper was prevented by law from commencing loading until the vessel was entered out at the Custom-house the ship could not have been placed at the command of the hirer. By Section 101 of the Customs Consolidation Act 1876, no goods, except under a stiffening order, may be placed on board a ship for parts beyond the seas unless she is entered outwards. If goods are shipped in contravention of this Customs Law, the Master is liable to a penalty of 100*l.* The Lay-days, therefore, would not commence till the vessel could legally take cargo on board.]

DEMURRAGE AND LAY-DAYS.

SHIP LOADED, BUT NEAPED.

SIR,—1. A steamer was chartered for time, the Charter specifying to load at Cardiff or Swansea. If the ship is loaded at the latter Port, can the Owner claim Demurrage if detained for want of water, although loaded in the time named in the Charter; and can the Master refuse to proceed to Swansea to load if so ordered by the Charterers? 2. The Charter compels the ship to make as many voyages as possible during the time mentioned therein, and the Charterers are bound to provide cargo immediately the ship is ready to load, no matter what number of voyages the ship might make in the time named in the Charter. 3. Can notice of readiness be given before 10 A.M. or after 6 P.M.?—Yours, &c.,

Swansea, July 31, 1876. CHARTERERS' AGENT.

[1st. The Master would be bound, under the Charter, to load at Swansea; and, when all the cargo was on board, any detention subsequently in waiting for the rise of the tide would fall on the Shipowner. 2nd. The steamer is "to be loaded and discharged in 90 hours, 1,000 tons of 1,015 kilos., Sundays excepted; the said hours to commence when the Captain has given notice of ship being ready." 3rd. As no mention is made of working hours or daytime, the Captain would be at liberty to give notice whenever his ship was ready for loading or discharging, as the case might be. Whenever, in such Charters, hours are stipulated for, and not Custom-house hours, the time would run on. Where the regular Customs' hours are named, notice of being ready would imply being ready within those hours.]

LOADING IN USUAL MANNER.

SIR,—A steamer is chartered to load coals in one of the Firth of Forth Ports, the Charter running thus:—"Sail and proceed to ——, and there load in the usual manner." The words "in regular turn," which were printed in the Charter-party, were scratched out on chartering, as regular turn could not be accepted by the ship. Further, the Charter says:—"Three days to be allowed the said Affreighters for loading the vessel." The rule of the Loading Port is regular turn both for steamers and sailing ships. Can the expression "usual manner" in this case be interpreted to mean "regular turn," or does it not only refer to the way of taking in cargo? SHIPMASTER.

Newcastle, March 14, 1876.

[It is difficult to say what the parties to the contract meant by loading "in the usual manner." Literally rendered it means the manner of loading, and contemplates the place of taking in the cargo, but not the Lay-days. The stipulation in this instance having been expressly struck out of the agreement, we are of opinion that the custom of the Port as to "regular turn" would not govern the case, and that the Lay-days should commence to run when the vessel was declared ready to take the cargo on board.]

LOADED OUT OF TURN.

SIR,—My Charter-party contains a clause with reference to Lay-days, of which I send you a copy for inspection. The Lay-days expired before the holidays commenced. Meanwhile other ships were loaded by my Charterers. Does not this fact constitute a complete answer to the possible plea that want of coals from some cause or other (the Charter, you will see, is rather open) was the reason of my ship not being loaded within her days? Coals were obtainable, because other ships were loaded while we were waiting; and if it answered the purpose of the Charterers to load those other ships in preference to ours, does not this render unquestionable our right to Demurrage?

A HOPEPUL MARINER.

[The conditions of the Charter-party were as follows:—"Cargo to be loaded in 8 to 10 days from the time written notice is given (between 9 A.M. and 6 P.M.) that all ballast or inward cargo is discharged, and the stiffening coal (if any) is on board, and the vessel is ready to receive her cargo

Stiffening coal, if required, to be supplied at a tip at the average rate of 20 tons per day after written notice is given of its being required, and that the ship is ready to receive the same; each working day the ship may be detained beyond that time to be deducted from the Lay-days. In computing Lay-days the following shall be excepted, viz. Sundays, Custom-house holidays, days on which there shall be any hindrance in getting coal from the colliery to the tip or to the ship, and days on which there shall be any interruption of colliery work at any of the collieries whence the coal should come, whether such hindrance or interruption shall arise from floods, frosts, or other acts of God, or from accident or breakdown, or cessation of work in consequence of strike, lockout, dispute with or dismissal of workmen, either at the collieries or Port of shipment, or other cause of similar or different nature." The Charterers therefore cast upon the Shipowner all loss from nearly every cause that could be thought of that would be likely to detain a vessel in Port waiting for cargo, and if Shipowners accept such conditions they must abide by them. There is only one contingency left unprovided for, and that is with respect to particular descriptions of coal. The vessel was chartered to load "a full and complete cargo of coal." Any delay arising from having to wait for a particular kind of coal would give a claim for Demurrage.—See pages 9 and 11, *Maritime Notes and Queries*, Vol. I.)]

CUSTOM-HOUSE CHARGE ON DEMURRAGE.

SIR,—A vessel has 21 days for loading, discharging, and waiting orders, and expended two days in loading the cargo. She has 19 days left for discharging, and the Merchant detains the ship the 19 days. The Custom-house Authorities allow but 14 days for discharging, and make the ship pay for the extra time before giving the Clearing Note. Is the ship bound to pay for being detained, or the Merchant for the overtime to the Custom-house?—Yours, &c.,

Goole, Feb. 27, 1877. SHIPMASTER.

[The Merchant, having 19 days allowed him to discharge the vessel, could take the whole of that time; and consequently the Custom-house Officer's fees for watching the ship beyond the 14 days would, under Section 75 of the Customs Consolidation Act, 1876, fall on the Owner of the ship.]

CUSTOM OF THE PORT OF ABERDEEN.

SIR,—Our ship, of 1,000 tons register, has lately arrived at Aberdeen from Bombay with a cargo of linseed. The Charter stipulates—"to be discharged without delay according to the custom of the Port." The ship has three hatchways, but the Consignee refuses to receive from more than one at a time, and that with a single whip. We are at present averaging about 100 tons per day, but, if three hatchways were worked, could put out over 300 tons per day. 1st. Can we, under the above circumstances, claim Demurrage; and, if so, from what date? 2nd. Have we the right to land the cargo on the quay at the Consignee's risk and expense? 3rd. In the latter case, would the ship be liable for any damage the cargo might sustain? 4th. We understand they have discharged over 2,000 tons in one week lately of a similar cargo, but in that case Lay-days were stipulated for.—Yours, &c.,

London, Oct. 25, 1876. T. S. & S.

[1st. The double stipulation of "without delay" and "according to custom" is difficult to construe. As the ship is to be discharged according to the custom of the Port, it would have to be proved that an indisputable and long-established custom had existed at Aberdeen in the discharge of grain cargoes at a given rate per day. If there is no such custom, the Merchant should take to the cargo as fast as the ship could give delivery. If the custom is to discharge 100 tons per diem, and the ship requires extra despatch, the men to work the other two hatches would have to be paid by the Shipowner. 2nd. The cargo, if landed, would be at the Shipowner's risk and expense if the customary despatch was used. 3rd. The Shipowner would be liable for all damage, because he might be entitled to Demurrage if the custom was not complied with. 4th. Where Lay-days are agreed upon, there is a fixed time for completing the unloading, and in that case the Merchant should work all the hatches. If 2,000 tons were discharged in six working days at the Port, that fact might be put in evidence to found a claim for Demurrage if only 600 tons have been unladen in our Correspondents' case.]

DUNKIRK CUSTOM ON DISCHARGE.

SIR,—My ship was chartered by Dreyfus and Co. to bring a cargo of guano from the Peruvian deposits, at which deposits we were 200 days on Demurrage, to a Port in Europe. On arrival in Queenstown, we were ordered to Dunkirk to discharge, and on arriving there we found that several hundred tons of cargo would require to be taken out of the ship in the roadstead so as to be enabled to enter the Port, as 17 feet of water was the average draught on which ships were able to enter at the top of springs. The Charter-party states—"not less than 35 tons per working day shall be discharged." Now, as the ship is not considered by the authorities to be in Port until she enters dock, can the Charterers' Agent claim 35 tons per day on the quantity on board on arrival in the roadstead, or on the quantity on arrival in Port? The Lay-days commence only in this Port when the ship is second off from the quay. The Charterers claim as per quantity on board on arrival in roadstead, and Lay-days to commence only when second from the quay.—Yours, &c.,

M. FRASER, Master ship Jumna, Pictou (N.S.).

Dunkirk, Feb. 19, 1877.

[In the United Kingdom the Lay-days would commence from the time the vessel was in the roadstead and had to be lightened to enter the Port.—(See page 81, *Maritime Notes and Queries*, Vol. II.). If the Merchants claim to fix the rate of discharge on the quantity the ship had on board on arrival in the roadstead, and the Lay-days to commence when the vessel was off the quay, that would be contrary to the law as administered here, and such an interpretation of a contract ought not to prevail in France.]

CUSTOM-HOUSE FEES.

SIR,—1. A ship receiving orders at Elsinore has endorsed on Bill of Lading—"Said vessel has been detained waiting orders from the 26th inst., 12.15 P.M., until the 29th inst., 5.15 P.M. (dated 29th Aug.)." Three days were spent in loading cargo. She has 14 Running-days by Charter-party, and began to discharge on the 11th September. When does she come on Demurrage? 2. The ship was ordered to Bursledon, an Outport in Southampton, where there is no Custom-house; consequently the Captain had to obtain special permission to discharge there, and the Customs put Officers on board at his expense. Is the Captain or the Merchant obliged to pay these men after the ship comes on Demurrage? 3. Is a ship chartered for a safe English Port in the English Channel compelled to take orders for Bursledon, which is properly no Port at all, only a small village on the Hamble river? SUBSCRIBER.

Sept. 19, 1877.

[1. If the vessel was to be laden and discharged in 16 days, and orders were to have awaited her arrival at Elsinore, the three days spent in loading, added to four days lost at Elsinore, would make the last working day the 19th of September. If Sundays are to reckon in the computation, the first Demurrage-day would be Sept. 20; if otherwise, the Sundays would have to be struck off. 2. When the vessel is on Demurrage the Custom-house fees should be paid by the Merchant.—(See letter in the *Shipping and Mercantile Gazette*, Aug. 6, 1877.) 3. Bursledon Docks and Quay are

within the Port of Southampton, but it may be doubted whether the Master of a ship could be compelled to take his vessel to a sub-Port and to an irregular place of discharge. Bursledon is considered in the English Channel for chartering purposes.]

GRAIN CARGO.—DELIVERY ALONGSIDE.

SIR,—Referring to the letter in your to-day's issue, headed "Grain Cargo—Delivery Alongside," could a Merchant chartering a vessel with 30 days for loading and discharging, of which he expends 25 in loading, insist upon the Captain discharging the cargo in the remaining five days, and, failing his doing so, not only refuse to pay Demurrage, but hold the vessel responsible for Demurrage of barges?—Yours, &c.,
London, June 28, 1876. SUBSCRIBER.

[The Merchant was bound under the contract to find the cargo for loading the ship and to take it away. Thirty days were to be allowed for the operation of loading and discharging. If the Merchant wasted time in loading without any fault on the part of the Shipowner, any unreasonable delay could not be made good at the Shipowner's expense in discharging. It is a question to be decided on its own special merits, and as to whether, according to the usage of the Port as to the rate of discharge, the Shipowner could give delivery in five days.]

GRAIN DISCHARGING.

SIR,—A vessel is now discharging her cargo of cotton seed in bulk at Grimsby, where it is customary for the ship's Crew to discharge; and as the ship has only a few Lay-days left to discharge in consequence of detention for loading and waiting orders, the Receivers insist upon the Crew delivering what is, I think, an unreasonable quantity per day. What quantity per day ought the Crew to discharge?—Yours, &c.,
London, March 10, 1877. AN AGENT.

[In the absence of any specific agreement as to the quantity to be discharged daily, the custom and appliances of the Port must govern the delivery. The Jury, in one case, held that less than 375 quarters—or, say, 67 tons—per day would be unreasonable. There is no universal rule, for one of the London Dock Companies guarantees to discharge at the rate of 2,000 quarters per day. The introduction of steam vessels into the Grain Trade is causing increased despatch to be given to vessels generally; and therefore no arbitrary standard can be fixed.]

LIGHTERS.

SIR,—A quantity of cotton seed cake was bought by Merchants in the country through a London Broker, C. F. I., to London from Marseilles. The steamer arrived in dock on Saturday afternoon, and as soon as the buying Broker was informed a barge was ordered, but too late for that day. On Monday the buyer's barge was alongside. The Captain of the steamer or the Broker, without authority, put the lot of cake into another barge, and refused to give delivery therefrom unless 2*s.* 6*d.* per ton was paid in addition to the freight. Can this charge be enforced; and, if paid, how could it be recovered?—Yours, &c., SUBSCRIBERS.
May 12, 1877.

[If there was a condition in the Bill of Lading that the goods should be taken out within a certain number of hours after arrival, and there was a stipulation that the Shipowner was to be at liberty to place the cargo in lighters, the 2*s.* 6*d.* per ton would have to be paid; but if no lien was given on the goods for payment, the Shipowner should prefer his claim, if he has paid the money, in a Court of Law.]

BARGE HIRE.

SIR,—I received orders from a Coal Merchant (he having bought two barge loads of coal from a colliery Agent) to load two cargoes of coals in one of the Thames Docks. I got the first all right, and on inquiry at the office found that the other cargo was ready. I put a barge in dock that night for the coals, but the next morning found that the Agent had sold part of them to some one else, putting the remainder in my barge, and has kept me five days before finishing loading. Who would be responsible for Demurrage—the Merchant who employed me or the Agent who caused the detention?
London, March 15, 1876. A BARGEOWNER.

[There was no contract between the Owner of the coals and the Bargeowner, therefore the hirer of the vessel would be the only one liable.]

CRANE IN DISCHARGING.

SIR,—My vessel was chartered at a Port in Devonshire with elm timber for a Port in Wales, on the understanding that the cargo had to be loaded and discharged by the crane. The timber was too heavy to be got out by the ship's gear. We arrived at the Welsh Port on the 4th September with four days to discharge, and got to our berth on the 5th and commenced to unload, but with great difficulty got out a few pieces, and then found the crane had been broken and out of working order, and had been so for several months previously. It took two days to get the crane to work. My days are up. Who is liable for the detention—the Consignee or the Harbour Trust?—Yours, &c., O. J.
Swansea, Sept. 9, 1876.

[The Charterer would be liable, unless relieved by the Bill of Lading, for the detention caused by the crane being out of working order, and he would have his remedy against the Harbour Trust. If, however, the Bill of Lading recited the Charter-party, and made the Consignee liable, the Demurrage would fall on him.—(See page 120, *Maritime Notes and Queries*, Vol. III.)]

CRANAGE AND TURN AT WHARF.

SIR,—I arrived with my vessel at Glasgow on the 2nd inst., with a cargo of about 190 tons of old iron, and immediately reported my arrival at the harbour office. I also wired to the Charterer (in London) to ascertain the Consignee's address (being consigned to order), and received the information the following morning, and immediately gave notice to the Consignee of my arrival. I also notified him of Demurrage accruing after the expiration of eight days, considering this to be a reasonable time to discharge, his reply being that it was impossible to get a crane berth, that I must wait my turn, and that he could not agree to pay Demurrage. My vessel has been lying from the 2nd to the 15th before getting a crane berth. Enclosed is a copy of my Charter-party and Bill of Lading, which simply states that I am to proceed to Glasgow, and the cargo to be discharged as fast as possible, free of cranage to the ship. There is nothing stated that I shall wait turn for crane or any other berth. The cargo could be landed without a crane, but the Consignee wanted it put into railway trucks for his own convenience. Is the Consignee liable for Demurrage and what do you consider a reasonable time for discharging?
VINCENT J. BERRY, Master of schooner Sampson.
Glasgow, Feb. 17, 1876.

[The only condition in the Charter-party respecting discharging is that the vessel shall be unloaded "as fast as possible." No mention is made in the Bill of Lading as to time or other conditions of discharge. Under the Charter, the unloading should be commenced as soon as the vessel was as near to the berth as she could safely get. Under any circumstances, the vessel ought not to be detained more than seven working days in discharging 190 tons of iron, and a claim should be made for all time consumed in waiting beyond that.]

QUAY BERTH.

SIR,—I enclose for your inspection copies of my Charter and Bill of Lading, under which the vessel arrived at Glasgow on the 26th ult., and finished discharging on the 5th inst.,

DEMURRAGE AND LAY-DAYS.

the ship having been unable to obtain a berth at the quay named in the Charter. The Captain presented the Consignees with Demurrage account for three days, which they declined to pay, on the plea that it was not their place to find a berth for the ship. Do you consider Demurrage due, and, if so, whether by Shipper or Consignee?—Yours, &c.,

Briton Ferry, Aug. 10, 1876. A SUBSCRIBER.

[By the Charter-party the vessel was to proceed to "Terminus Quay, Glasgow, or as near thereunto as she may safely get." A regular turn was to be allowed for loading, and "30 tons per working day for delivery." The Bills of Lading say nothing about the time allowed for delivery, and merely stipulate that the cargo is to be delivered at the Port of Glasgow. There is no reference to quay berth or turn in discharging. As regards the Charter-party, the Lay-days would commence to run from the time the vessel reached as near as she could safely get to the quay; and if there are any customs of the Port under which the Merchant would be exonerated from complying with the terms of the Charter-party, the Charterer would be liable for all detention caused by not discharging 30 tons daily.]

DEMURRAGE OF TROW.

SIR,—A trow of 29 tons register arrives here with cargo on Dec. 23, 1876, and could not get berthed until the following Saturday, Dec. 30. She commenced discharging on Monday, Jan. 1, 1877, and finished on Thursday, Jan. 4. What Demurrage can be claimed, and upon what basis is the Demurrage charge made?—Yours, &c.,

Bristol, Feb. 8, 1877. B. H. B.

[As no Charter-party, or verbal agreement, is referred to, the case would have to be decided by the custom of the Port. If there is a custom to discharge in turn, the Lay-days would commence from the time the vessel was on the berth. We can say no more without knowing what cargo the vessel had.]

DAYS OR HOURS OF DESPATCH.

SIR,—We lately chartered a vessel for mineral with the following clauses in the Charter-party:—"The cargo to be shipped at the rate of 200 tons per Running-day. . . . Despatch money to be paid at the rate of 10*s.* per hour on any time saved in loading." The vessel in question loaded 1,000 tons in four days, thus making one day saved. Should the day saved consist of 24 or 12 hours? For, as you will readily perceive, it makes a considerable difference in the despatch money; in the former case it would be 12*l.*, and in the latter 6*l.*—Yours, &c., AGENT.

London, Sept. 9, 1876.

[The Charter-party stipulates for Running-days. In the ordinary interpretation of Charter-parties this means the regular daily hours of shipment or discharge at the Port. After Custom-house or working hours the ship may not be at the command of the hirer, and therefore the hours between the cessation of work one day and the commencement of labour the next morning should not count as Lay-hours. The exact intention of the Charterer is not clearly defined in the memorandum, but the words, "on any time saved in loading," might be reasonably construed as applicable to working time. In many steamship Charters Running-hours are mentioned for loading or discharging, and then it is understood that all time counts, but Running-days is a different affair altogether. As 10*s.* per hour is named, and not 10*s.* for each consecutive or Running-hour, working hours only should govern the contract. There is no such thing in the language of Charter-parties as a day of 12 hours.]

BLOCKING THE PASSAGE.

SIR,—I fixed a vessel to clear in a certain number of days and after she was loaded the Master still remained in Port and prevented other vessels making a passage past her. I have sustained loss. Can I sue him for damages, or can he sue me for Demurrage, as I could not clear him in the time named?—Yours, &c., J. H.

Yarmouth, Oct. 2, 1876.

[If a given number of days were allowed for loading, and that time was exceeded, the Owner of the vessel would have a claim for Demurrage; but if the Master of the ship, after his vessel was loaded, blocked the passage to a wharf, and could have moved away, our Correspondent would have a claim for compensation.]

STORING CARGO ON A JUDGMENT.

SIR,—My Lay-days and days on Demurrage expired, and I obtained a judgment in Court in my favour. The Consignees have appealed. Can I store the cargo pending settlement of dispute, without an order from the Sheriff or other authority?

Aberdeen, March 10, 1876. F. F. MALLET.

[Unless a lien was given in the Bill of Lading for Demurrage, the cargo could not be held for the sums due, even on a judgment.]

MOROCCO PORTS.

SIR,—We enclose for your inspection a copy of a Charter on the terms of which we lately fixed a little vessel from the Morocco coast. On arrival at her loading Port, the Captain found 18 vessels there waiting for cargo, two or three partially loaded, the others being delayed in consequence of insufficient lighters at the Port, and he has, therefore, had to wait his turn for loading. First, are you aware of any custom of ships taking turn there to load? Second, would her Lay-days not commence from the date of the Captain's notice to his Consignee of readiness to load? Third, what is usually considered a "weather working" day, and would not all days on which any ships may have been loading at that Port count as Lay-days under this Charter?—Yours, &c.,

London, March 22, 1877. OWNER'S AGENTS.

[1st. We know of no custom to wait turn at Saffi (or Asafi). The Charter stipulates that the vessel is to load a full and complete cargo, and no mention is made of waiting turn. 2nd. The Lay-days would commence from the time notice was given to the Consignee. 3rd. Twenty-five weather working days were to be allowed the Freighter for loading and unloading the cargo; detention from frost or quarantine not to count. "A Shipowner," whose letter will be found in the *Shipping and Mercantile Gazette* of Feb. 15, 1877, stated that his vessel had been at Saffi 64 days, and out of that time there were only 11 "weather working days." If vessels can be loaded on certain days, those days should be included in the Lay-days. A weather working day is determined by the heavy surf breaking on the beach at Saffi.]

NEWFOUNDLAND FISH CHARTER.

SIR,—A vessel, 59 tons register, was chartered to proceed to Cadiz and there load a cargo of salt for St. John's, Newfoundland, with the usual clause to proceed to the Labrador coast, if required, and load a cargo of first new fish. The vessel arrived out at St. John's on the 20th June, and the Merchants kept her there with the salt in as a warehouse, and only finished discharging on the 5th August. How many days do you consider due as Demurrage to the Owners, and what rate per day?—Yours, &c., SUBSCRIBER.

Aug. 22, 1876.

[Where no stipulation is made in the Charter-party or Bills of Lading to unload a ship in a given number of days, there is an implied contract that the Consignee shall discharge or take delivery of the cargo within a reasonable time, according to the custom of the Port. Whoever unreasonably detains a ship and does not restore her to her Owners at

DEMURRAGE AND LAY-DAYS.

the end of the stipulated time, said Lord Ellenborough, is liable to pay Demurrage. The vessel should have been discharged in at least four working days, and, for every day beyond 4*d.* per ton should be claimed from the Charterer.—(See Pages 7 and 18, *Maritime Notes and Queries*, Vol. I.)]

APPEAL FROM COUNTY COURT.

SIR,—After we had read your excellent leading article of the 28th of December with regard to the Demurrage claim tried here in Gloucester County Court, we appealed for a new trial and lost again. Feeling convinced that the case could never be lost if we appealed to a higher Court, we asked the judge for permission to appeal. This he refused. Is this consistent with the law of England, or can we take any step towards obtaining permission at least to appeal?—Yours, &c., SHIPOWNER.

Gloucester, Jan. 23, 1877.

[Our Correspondent has applied to the County Court for a case, and has been refused. He has power to appeal from the "determination or direction of the Judge in point of law, or upon the admission or rejection of any evidence," under Section 14 of the County Courts Act, 1850 (13 and 14 Vic., c. 61), to any of the Superior Courts of Common Law at Westminster. This course is now open to our Correspondent.—(See also Order 29 of Consolidated County Court Orders and Rules, 1875.)]

NOTICE OF ARRIVAL.

SIR,—Have the Consignees of a ship incurred Demurrage by keeping a vessel at a Port of call, waiting orders, over 48 hours under terms of Charter as follows:—"Twenty-five days (Sundays excepted) are to be allowed the said Merchants (if the ship be not sooner despatched) for loading the said vessel abroad, and to be discharged with all possible despatch as customary; to proceed to Port of call for orders, which are to be given within 48 hours after notice of arrival, or Lay-days to count"? Fifteen days have been expended in loading, and the Consignees have kept the ship several days at Port of call, waiting orders, over and above 48 hours. Under such circumstances, is Demurrage payable after waiting 48 hours until orders are received? SUBSCRIBERS.

Liverpool, March 15, 1876.

[The usual stipulation is that orders shall be given within 48 hours after arrival; but in the case of "Subscribers," the Lay-days are to commence "48 hours after notice of arrival." A notice would not be complete until a telegram or letter was received by the Consignees. The agreement must be literally construed, and, therefore, the Lay-days would begin at the expiration of 48 hours from the time the notice was delivered to the Consignees.—(See page 70, *Maritime Notes and Queries*, Vol. I.)]

STOCKWITH AND THE EAST COAST.

SIR,—1st. When at Caen I chartered my vessel with a firm in London to take a cargo of barley to London or a safe Port on the East Coast. When laden I received orders for Stockwith, on the Trent. I protested before the British Vice-Consul against Stockwith being on the East Coast, and telegraphed to my Charterer that I could not go there for 6*s.* 6*d.* per ton, but offered to go for 8*s.* per ton, or my charges to be paid from Hull Roads to Stockwith, and back again to Hull Roads, which offer was accepted, and I was paid the difference in freight of 1*s.* 6*d.* per ton on 106 tons (7*l.* 19*s.*), and for this specific arrangement I gave a separate receipt. 2nd. I afterwards tendered the Consignees a Demurrage Note for six days' detention beyond the 10 clear working days specified in the Charter, amounting to 12*l.* They refused to pay, questioning my right to detain my vessel in Caen three days awaiting an answer from the Charterer in London. 3rd. I summoned the Consignees for the 12*l.* Demurrage in the County Court, when I was non-suited on the following pleas: That Stockwith was on the East Coast, and that I ought to have sailed there in the first instance without questioning where it was; and, also, that the Demurrage ought to have been charged before settling up the freight. Do you consider that I am entitled to Demurrage under the circumstances. If so, can I charge for the delay at Caen? and is the Charterer or the Consignee liable for the amount, and how can I best recover it? 4th. Is it usual to charge Demurrage with the freight?—Yours, &c., SHIPMASTER.

March 3, 1877.

[1st. In our opinion, Stockwith is not on the East Coast, or any other coast, but an inland river Port. The Master was justified in demanding extra freight for going there. 2nd. The vessel, having been detained in waiting for orders to a Port on the East Coast, would be entitled to count the time so spent in the Lay-days. 3rd. We differ from the dictum of the Judge. The Master was not bound to proceed to a Port not in the Charter, and this was admitted by the payment of extra freight. 4th. Freight and Demurrage are distinct liabilities, and the failure to make a claim for disputed Demurrage on settlement of the freight would not, we think, defeat the claim for Demurrage in a Superior Court.]

DUES AND CHARGES.

CALEDONIAN CANAL DUES.

SIR,—A vessel was chartered at a foreign Port to load a cargo and proceed to Queenstown for orders, and, on arrival there, was ordered to proceed to Inverness to discharge. The Captain, in lieu of going by the English Channel or through Pentland Firth, took the vessel through the Caledonian Canal, without any arrangement with the Owners of the cargo. There is a local law at that Port that the charges for using the Canal shall be paid by the vessel and cargo in proportions. The question is—are the Charterers or Owners of the cargo, not having made any contract in the Charter or Bills of Lading for the vessel to go through the Canal, liable to pay any portion of its charges? If so, can you name a case decided to that effect?—Yours, &c., SHIPBROKERS.

Liverpool, Jan. 11, 1877.

[If, under the circumstances, and considering the recent weather we have had in these islands, the Master exercised a sound discretion in going through the Canal for the general benefit, the cargo should contribute to the Canal expenses in accordance with the Act of Parliament.]

CALEDONIAN CANAL.

SIR,—I chartered my vessel in Newcastle-on-Tyne for a cargo of bone manure to Portrush. It was not inserted, either in my Charter-party or Bill of Lading, which route I was to come—viz. by North of Scotland or Caledonian Canal; but, before signing the Bill of Lading, I mentioned to the Shippers that I intended to go through the Canal. When I arrived in the Canal, after paying dues on the ship, I had to give a note of hand for dues on the cargo, owing to my Bill of Lading being made out to order. If the Consignee refuses to pay the Canal dues on the cargo, how am I to act to recover the money, I having forwarded same to-day?

M'CABE, Master, St. Patrick, Portrush.

Portrush, Oct. 5, 1877.

[If there was an understanding that the ship was to go through the Canal, the dues on the cargo would fall on the Merchant.—(See page 24, *Maritime Notes and Queries*, Vol. II.)]

DUES AND CHARGES AT FOREIGN PORTS.

SIR,—Can you inform me the name and price of the most reliable book on the Port Charges &c. of the various Seaports in the world?—Yours, &c., J. S. P.

Glasgow, Feb. 6, 1877.

["Dues and Charges on Shipping in Foreign Ports," by the late G. D. Urquhart, published in 1872 by Philip & Son, London; and "Port Charges of the United Kingdom," by Robert Thurbon, issued in 1872. There is also the "Directory

DUES AND CHARGES.

of Port Charges of Great Britain and Ireland," by James Daniel, published by Taylor in 1864.]

DARTMOUTH HARBOUR DUES.

SIR,—Are Dues payable at Dartmouth on a tug going into the Harbour and towing a vessel or vessels to sea, and when not making use of mooring buoys or the public quay? —Yours, &c., PLYMOUTHIAN.
Feb. 8, 1877.

[Tugs entering Dartmouth Harbour, unless belonging to Brixham, are not exempt from the payment of 2*d.* per ton.]

DOCK DUES.

SIR,—I brought a part cargo of salt to the Tyne Dock, consigned to the Jarrow Chemical Company, on the understanding that there were to be no Dock Dues on the ship, as is usual with vessels bringing goods to this Company, by virtue of an arrangement they have with the Dockowners. On my arrival I at once docked the ship, and then found that, as all the free buoys assigned to my Merchant's ships were occupied by their vessels, my ship had to be placed at the Dock Company's buoys, and in consequence I have had to pay Dock Dues. Having brought the salt for a nominal freight on the understanding that the ship was free of dues, I am in this way a loser of 6*l.*, and the Chemical Company will do nothing beyond expressing sympathy. Can I recover the Dock Dues? SHIPMASTER.
Newcastle-on-Tyne, Dec. 30, 1875.

[If there was a written agreement its terms would govern the contract; but if no Charter-party was entered into, and only a verbal understanding arrived at, it might be pleaded that it was the custom to berth ships in certain places in the dock free, and that our Correspondent's vessel might have been berthed there had he chosen to wait. On the other hand, if it can be proved that the vessel was to be free of Dock Dues absolutely, the fees paid might be recovered.]

FALMOUTH DUES.

SIR,—I arrived in Falmouth last month from Spain, and was bound to stop in Falmouth to jerk the vessel, under penalty. They claimed 2*s.* 6*d.* Harbour Dues from me. Is it compulsory to pay or not? I had to pay before for coming in windbound, and I found only some vessels pay the latter. —Yours, &c., MASTER.
Falmouth, Oct. 11, 1876.

[At the Port of Falmouth the sum of 2*s.* is charged on all coasters, and 2*s.* 6*d.* on ships going to and coming from foreign Ports, as Anchorage and Flag money.]

HUMBER DUES.

SIR,—A coasting vessel was driven, through stress of weather, windbound into Grimsby Roads, in the Humber, off Kingston-upon-Hull, and a boat came and demanded dues for lights, buoys, and beacons. Is the vessel subject to those dues?—Yours, &c., AN OLD COASTER.
Poole, Feb. 24, 1877.

[Vessels taking refuge in the Humber are chargeable only with the buoyage and beaconage. By reference to a leading article in the *Shipping and Mercantile Gazette* of October 28, 1876, it will be seen that the lights, buoys, and beaconage dues in the Humber were reduced, by Order in Council, 10 per cent.]

LYME HARBOUR DUES.

SIR,—My vessel arrived at this Port with a cargo of coals, and on the delivery of the same was fixed to load a cargo of stone; but, owing to the weather being so wild, the Company I fixed to load with could only send the stone alongside the ship in small quantities at different times. Can the Corporation claim second Tonnage Dues on my vessel, as she sailed the day after she finished loading, after being in the Port two months and one day?—Yours, &c., A SHIPOWNER.
Lyme, March 28, 1877.

[Under the Cobb Act, 1 and 2 Geo. IV., cap. 99, every vessel of 10 tons and upwards entering the Cobb or Harbour is to pay 2*d.* per ton; and "every ship, hoy, barque, or other vessel that shall be laid up unemployed within the said Cobb or Harbour, an additional sum of 2*d.* per ton for every and each month she shall be so laid up after the expiration of the first month." Under that Act the additional tonnage rate could not be legally levied on our Correspondent's vessel.]

GRAIN DUES AT LYNN.

SIR,—I chartered my vessel in London to come to Lynn (with cargo), and there load a cargo of grain or other goods. After arrival the Merchant loaded my vessel with wheat. At Lynn there is a charge of 1*d.* per qr. on all grain shipped, besides the Town Dues, Mooring Dues, Pilotage, &c. This the ship has to pay; but as the Charter does not state the freight in full, ought not the Merchant to insert the 1*d.* per qr. Lynn dues on the Bill of Lading for me to receive with the freight at the Port of discharge? If so, and the Merchant refuses to insert the above on the Bill of Lading, how ought I to proceed under the circumstances?
JAMES LEWIS, Master of Alliance, of Goole.
Lynn, Jan. 26, 1876.

[All dues on cargo fall on the Merchant, unless there is a stipulation in the contract of affreightment to make the Shipowner liable for their payment.—(See "Payment of Dues on Cargo," *Maritime Notes and Queries*, Vol. II., page 24.) The Shipper could not be compelled to charge them forward to the Consignee of the cargo, but he might be sued to refund the same if the Shipowner has been compelled to pay the dues.]

CRANAGE DUES.

SIR,—Shipmasters who take loam from London to the Welsh Ports should have inserted in their agreements a stipulation as to wharfage charges. The ordinary agreement says: "To be put in free at London Wharf and taken out free at" the Port bound to. If the vessel discharges the loam into barges alongside, of course there are no wharfage dues to pay; but if it is discharged at a steam crane or ballast crane, they look to the vessel for wharfage dues, as the receivers of the loam always make objections to the 3*d.* per ton charged by Dock Companies. Is the vessel liable for it? —Yours, &c., SHIPMASTER.
Newport, Jan. 18, 1877.

[If the ship was to give delivery of the loam at the expense of the Owner, the Cranage Dues would have to be paid by the Master; but if the Consignee was to unload the vessel, the charge would fall on him. As a rule, all expenses on cargo on shore must be borne by the Consignee; and the only question is, who agreed to give or take delivery on the quay or alongside the ship.]

ST. MICHAEL'S PORT CHARGES.

SIR,—What are the expenses on a steamer of 660 tons register at St. Michael's (Azores), she going there in ballast for a cargo of oranges? SHIPOWNERS.
London, Oct. 2, 1877.

[Custom-house Guard 400 reis per day, discharging and wharfage 4,000 reis per 10 tons, mooring 6,000 reis, Harbour Master 1,000 reis, labourers 1,200 reis per man per day, ballast 600 reis per ton, Brokerage on freight 8 per cent., entering and clearing 2,400 reis. To this add Consular fees, about 4,000 reis, the cost of health visit 5,800 reis, and hospital subscription 2,400 reis. The sovereign sterling is equal to 5,600 reis. It is said that the Port charges and expenses of loading a steamer of 660 tons at St. Michael's are about 150*l.*, exclusive of commissions, which are heavy.]

DUES AND CHARGES.

SUNDERLAND PORT CHARGES.

SIR,—What would be the fair and reasonable average expense for all and every charge and payment at the Port of Sunderland for a vessel whose register tonnage is 157 28-100, to go there in ballast and take in a cargo of coals?—Yours, &c., A LOVER OF FAIR PLAY.

Portsmouth, July 11, 1876.

[The Pilotage, Pier, Harbour, River, Buoy, Towage, and other charges, should be about 7*l.*]

SPANISH CURRENCY AND DUES.

SIR,—My vessel was chartered to deliver a cargo of 209 tons of coal at a Spanish Port, and to bring home esparto, and the charges are 5,106 reals. How much should this be in English at 51 pence exchange? There is a dispute between the Agent and the Master. How can it be worked out? SHIPOWNER.

Leith, March 29, 1876.

[The rate of exchange being 51 pence per 20 reals, the 5,106 reals must be multiplied by 51, and this gives 260,406. Divide the latter total by 20, and the quotient is 13,020 6-20. Dividing this again by 12 and by 20 reduces the currency to 54*l.* 5*s.* 0 6-20*d.* in sterling, the equivalent to 5,106 reals at 51 pence. This would be a charge payable by the Shipowner of a fraction over 10*s.* per ton on the 209 tons of coal delivered, and on the homeward freight, for the ship's expenses in Port and Pilotage outwards.]

HARBOUR DUES AND PILOTAGE ON DECK TONNAGE.

SIR,—A vessel arrived at Swansea, from Quebec, with timber, including a deckload. On paying the Swansea Harbour Dues at the Harbour Office, I was charged both Harbour Dues on the register tonnage and on the measurement of the deckload, as given by the Board of Trade Surveyor. The Pilotage is also collected at the same office, and this is also charged for on both register tonnage and measurement of deckload, as named above. I objected to pay Pilotage on deckload measurement of cargo, believing it to be an illegal charge; but eventually had to pay it in order to obtain the ship's clearance. Have the Swansea Pilotage Authorities any Act by which they are empowered to enforce dues and Pilotage on the deckload measurement of ship's cargoes at their Port?—Yours, &c., AN OLD SUBSCRIBER.

Briton Ferry, March 2, 1877.

[The Harbour Dues and the Pilotage are assessed on the register tonnage; and as the tonnage of the space occupied by deck cargo is added to and forms part of the register, the Authorities would be justified in charging dues on the same. Section 23 of the Merchant Shipping Act, 1876, says, "All dues payable on the ship's tonnage shall be payable as if they (the deck spaces) were added to the ship's registered tonnage."]

LOCAL DUES ON CARGO.

SIR,—Have the Customs Authorities the right to refuse clearance of a ship and to keep the papers back for want of payment of Local Dues on the cargo from the Shipper, which they say are payable at time of clearing the vessel; and is the Broker obliged, in order to have the ship cleared, to pay or encash such dues for the Customs from the Shippers?—Yours, &c., A SHIPBROKER.

Middlesborough, March 5, 1877.

[If by the Local Act the Shipowner is made liable for the payment of dues on cargo, and the Custom-house Authorities are empowered to detain a vessel until they are paid, he should insist, if necessary, on receiving the money before shipping the goods; but, if compelled to pay the dues on cargo, he could recover them from the Merchant.—(See page 24, *Maritime Notes and Queries*, Vol. II.)]

DUES AND CHARGES.

CUSTOM-HOUSE RECEIPTS.

SIR,—Are the Customs Authorities justified in refusing to give receipts for amounts paid by Brokers or Ship Agents on behalf of vessels—for instance, Customs overtime &c.? We have sometimes to pay considerable sums, and, when settling our account with the Captains, they demand receipts from the Custom-house, which we are unable to produce, as the Authorities refuse to give them. It appears to us that every person who pays money is entitled to a receipt, and we should like to know if the Custom-house Authorities are exempt from such rule, as it causes us a deal of inconvenience if they are, and it ought to be remedied. SHIPBROKERS.

June 15, 1876.

[The Authorities are not bound to give receipts for moneys paid: if the payments are not made they have the law at their command, and the release alone is evidence of settlement.]

CUSTOM-HOUSE DISCHARGING FEE.

SIR,—My vessel arrived here from abroad, and was ordered to a certain dock, but as she could not obtain a ready discharging berth, she had to lie a number of days at the buoys, and while the discharge was being proceeded with I was under the necessity of stopping the work for a day or two in order that the ship should receive stiffening. For these silent days the Customs claim overtime for attendance. Am I entitled to pay this charge?—Yours, &c.,

ROBERT CROSBIE, Master of Sancta Bega.

Leith, Aug. 8, 1876.

[In the absence of any special agreement, the stoppage in discharging for stiffening would make the Shipowner liable for the Custom-house dues.]

SURVEYORS' FEES.

SIR,—I owned a vessel which was recently surveyed by the Board of Trade Surveyors, but not at my request. The result of the survey was that the vessel was found not to be seaworthy, and to make her so would involve a great outlay. I therefore resolved to sell her, but before I was allowed to do so the Collector of Customs requested and had a deposit of 10*l.* I have since received the sum of 4*l.* 17*s.* 7*d.*, being the balance returned after deducting 5*l.* 2*s.* 5*d.* for Surveyors' fees and expenses. Am I liable to pay such amount by law?—Yours, &c., D.

April 27, 1877.

[The cost of survey is determined by the Board of Trade according to an authorised scale of fees.—(Section 7, Merchant Shipping Act, 1871.) Any Surveyor who demands or receives, directly or indirectly, from the Owner or Master of any ship surveyed by him, any fee or remuneration otherwise than as the Officer and by the direction of the Board of Trade, incurs a penalty not exceeding 50*l.*—(Section 308, Merchant Shipping Act, 1854.) Subject to that explanation, the fees would have to be paid.]

SURVEYOR'S MEASURING FEES.

SIR,—A few days since I gave notice to the Superintendent of the Mercantile Marine at this Port to measure a vessel now here, and at the same time paid the usual measurement fee. It appears that the Measuring Surveyor of this Port is away for his holidays, and the Surveyor from Cardiff was sent here to measure the vessel, and the authorities now claim 1*l.* 11*s.*, being railway fare, cabs, personal attendance, &c., of Surveyor, besides 15*s.* fee already paid, and they refuse to give the usual measurement certificate unless the amount be paid. Can they compel the Owner to pay this? The Surveyor being away for his holidays, ought not the Authorities to put another in his place until his return? As the ship cannot clear without the measurement certificate, has the Captain a right to claim for detention of his vessel as long as the Authorities refuse to give him the certificate?—Yours, &c.

Swansea, Aug. 10, 1876. SHIPBROKER.

[The table of maximum fees to be paid for the measurement of ships is appended to the Merchant Shipping Act,

DUES AND CHARGES.

1873. Surveyors are instructed by the Board of Trade not to measure any ship unless form "Survey 6" has been filled up by the Superintendent of a Mercantile Marine Office, and three clear days' notice must be given. "In order to prevent inconvenience and delay to the Owners, the Surveyors are to be careful to be on the spot at the time prescribed, so far as is consistent with the due performance of their duties, but should they be unable to attend as required, notice should be given to the Owners."—(Board of Trade Circular.) If all the regulations were complied with, and the Owner of the vessel has been put to increased cost through the fault of the Surveyor, the circumstance should be respresented to the Board of Trade. The Surveyors are not authorised to issue certificates before the fees are paid.]

FINES AND "FREE ON BOARD."

SIR,—We have generally understood that firms who contract to deliver goods "free on board" a ship here are required, in fulfilment of their contract, to pass the necessary Customs entry. But now that goods can be shipped without a "stamped note" being first lodged on board, does the obligation of clearing within the six days from vessel's departure fall upon the suppliers or the Merchant whose name appears on the Bill of Lading? Who would be responsible for any fines that might be imposed by the Customs Authorities in consequence of any neglect to clear within the time allowed? SHIPPING AGENTS.

London, June 16, 1876.

[It would depend, in the first instance, upon the agreement between the parties; as regards any transaction between the Shipper or Merchant with the Shipowner or his Agent, the matter would be one of personal liability. With respect to obligations to the Custom-house Authorities, we are of opinion that the Merchant should complete the formalities. The Merchant whose name is on the Bill of Lading, as the representative Owner of the goods and the Shipper of the same, would be liable under that document.]

MANIFESTS AND FINES.

SIR,—I am Master and Part-Owner of a vessel trading from London to a Dutch colony, the remainder of the vessel being owned there by my Consignee. On my last voyage from London, on arrival at destination, I handed my papers to my Consignee, including a correct Manifest made out by the Shipbrokers in London. In copying the Manifest into Dutch, in compliance with the Customs' regulation, at the Port of discharge, the Consignee's clerk omitted some rope and some gunpowder, for which omission a very heavy fine was levied. On whom, in your opinion, should this loss fall? I should add that the Consignee charges 10*l.* each voyage for doing the ship business at the Dutch colony.

London, Sept. 10, 1877. CAPTAIN.

[The Consignee would be liable for the acts of his servant in the execution of his duties, and it would rest with the Consignee to recover the charges from his clerk.]

TONNAGE DUES AND HOME TRADE DUES.

SIR,—Certain Harbour Trusts in North Wales charge, according to their rules, 2*s.* per ton register tonnage extra on all vessels discharging a cargo from or loading for a foreign Port. Does Dunkirk come within the meaning of foreign so as to make a vessel liable for such extra dues?

Feb. 22, 1876. SHIPOWNER.

[We are of opinion that any Port between Brest and the Elbe, although classed as Home Trade Ports for certain purposes in the Merchant Shipping Act, would be deemed as foreign Ports so far as regards Tonnage Dues on vessels in Ports of the United Kingdom.]

DUES AND CHARGES.

WHARFAGE DUES AT CARDIFF.

SIR,—We have read in your issue of the 20th inst. that some Dock Companies have the power to arrest goods shipped on board a vessel for the payment of Wharfage Dues thereon, and that it is the duty of a Shipper, before he puts goods on board, to give in an account of the cargo and pay the amount of the dues. It is the first time that we have heard of this power being exercised, and we wish to ask you whether or not it has been determined in law that a Shipper is responsible to the Shipowner for any loss he may sustain in consequence of such power being exercised, and, if it has not yet been done, what your opinion is in respect thereto. The case in question was that of the Constantine (s); and although the loss which accrued by detaining her may not, upon that occasion, have been very great, there are instances in which it might be considerable in the case of a steamer about to sail at a late period of the year for a Baltic Port. In such a case a few days' detention might lead to her becoming ice-bound abroad, and then 1,000*l.* might not compensate the Shipowner for that. If the latter were to pay the Wharfage Dues, could he recover them from the Owner of the goods, and, if requisite, attach the cargo therefor at the Port of discharge? At first view the latter does not appear equitable, but, under the circumstances, it might be held to be reasonable. SHIPOWNERS.

Cardiff, Jan. 26, 1876.

[Mr. Justice Lush held that it was the duty of a Shipper before putting the goods on board, to give an account of the cargo to the Dock Company, and to pay the dues. The failure of a Shipper to comply with the law would render him liable for the detention of a ship through having to discharge goods; but a question might arise as to whether the Master of a vessel would not be bound to see the dock receipts before receiving the goods on the gangway.]

WICK AND CASTLEHILL PORTS.

SIR,—My vessel, the Loch Ryan, of Stranraer, arrived here laden with potatoes, which were shipped at Castlehill, a creek of the Port of Wick (or six miles east of Thurso), according to the Berwick Harbour Rates of Dues on Shipping. They run thus: "For every ship or vessel voyaging between the harbour and any place between the North Foreland and Shetland, for every ton 4*d.*" Instead of charging me 4*d.* per ton they have charged 6*d.*, or the rate which applies to vessels to and from the west side, as they assert it is a West Coast Port. Is this so or not?—Yours, &c.,

GEO. SWANSON, Master of Loch Ryan.

Berwick, April 8, 1877.

[Unless the authorities have power under their Act to charge a special rate on vessels loading or discharging at the West Coast creeks of the Port of Wick between the North Foreland and Shetland, the sixpenny Tonnage Dues could not be legally exacted.]

TOWAGE AND DECK SPACE.

SIR,—Do Towage charges come within the term Dues under the 28d Section of the Merchant Shipping Act of 1876? Is it the law and practice to charge Towage on deck cargo where Towage is not compulsory?—Yours, &c.,

Drogheda, Nov. 22, 1876. SHIP AGENT.

[Towage is not specially mentioned in the clause quoted, but the meaning of the Act is that a ship's registered tonnage shall be increased by the addition to the register of all deck space occupied by cargo; and, consequently, all dues of any kind whatever, or fees, or charges, which are levied on the ton of register, would be made on the registered tonnage, with the deck space added. If a Towage rate is agreed upon, the register would govern the case. Where the Towage is charged as dues the same rule would apply.]

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[If the money was advanced at Locksville on account of freight, it could not be recovered from the Shipowner, and he might repudiate the bill. On the other hand, if it were a loan to the Master or Shipowner, and not to be deducted from freight, or insured by the party advancing the same, it would be recoverable.—(See pages 92 and 93, *Maritime Notes and Queries*, Vol. II., and page 29, Vol. III.)]

THROUGH RATES.—LIABILITIES.

SIR,—Are the Owners of a vessel carrying goods at a through rate—say to Manchester or any inland town—responsible for the dangers and accidents of the sea?

March 30, 1876. AN OWNER.

[If there were a stipulation in the contract of affreightment that the Carrier was not to be liable for dangers and accidents of the seas, he could not be made responsible. Otherwise, through rates carry with them through liabilities. —(See "Doolan *v.* the Midland Railway Company," Exchequer Chamber, Dublin, Jan. 17, 1875.)]

CHARTERER LIABLE.

SIR,—If a Charter-party gives a lien on cargo to the ship, does this preclude the Owner from recourse on the Charterer, supposing the lien on cargo did not pay the freight? How would the insertion or omission of the non-liability clause bear on this point?—Yours, &c., A READER.

Nov. 24, 1876.

[If a Charterer gives a lien on the cargo for freight, and the cargo does not realise sufficient to pay the freight, the Shipper, if the contract has been made with him to convey the goods, is liable to pay the balance, or, failing him, the Charterer.—(See letter "Freight Advanced," page 107, *Maritime Notes and Queries*, Vol. III.)]

DAMAGED CARGO.

SIR,—Under the terms of the Bill of Lading enclosed for your inspection, would the Shipper be liable for the amount of freight in the event of the goods being refused by Consignee in consequence of their being found on arrival to be so damaged as to be almost worthless?

March 20, 1876. A SUBSCRIBER.

[Under the Bill of Lading forwarded to us the Shipowner would not be liable for any damage to the goods, and if the Bill of Lading holder in China refuses to receive them they might be sold for what they would fetch, and the Shipper or Charterer would be liable for the balance.]

DAMAGED ESPARTO.

SIR,—A ship took in a cargo of esparto, in iron-bound bales, consigned "to order," with separate Bills of Lading. On arrival, a Bill of Lading is produced for a certain quantity by one person, to whom I deliver the cargo, and receive freight without any deduction for damage. Another party, with only a small quantity, took delivery, but refused payment of freight without 2 per cent. deduction of the entire cargo. Has he a right to deduct any more than his proportional part? The Charter-party specifies that if any part of the cargo is damaged, half freight is to be paid, not to exceed 2 per cent. on the whole. The entire cargo was shipped by one Merchant, and the small quantity was different in quality and marks from the greater portion.

Shields, April 11, 1876. A SHIPMASTER.

[If 2 per cent. on the entire freight money was to be the maximum reduction for all damage incurred to the bales, the Charterer or his Agents, or the Bill of Lading holders, if the Charter-party was recited in the Bills of Lading, would be entitled to claim a reduction of half the freight on all the damaged bales, provided it did not exceed 2 per cent. of the freight on the entire cargo. The Bill of Lading holders would be entitled to the benefit of that agreement jointly, inasmuch as the number of bales damaged might be in such excess as to give a claim for more than the 2 per cent., and, therefore, an adjustment would have to take place. It seems to us that although the Bill of Lading holder of the larger quantity made no demand for reduction of freight, he is not debarred from doing so; but the receiver of the smaller quantity is not entitled to the other Bill of Lading holder's reduction.]

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DAMAGED PEASE.

SIR,—I have discharged a cargo of pease from Montreal, of which a quantity has been damaged by water, the ship having had very bad weather with heavy seas, which broke the hatches and swept the deck. The ship and hatches were in proper order as per the Port Warden's survey. Are the Merchants entitled to pay only half freight on the quantity damaged, or can I claim full freight? The Charter states—"freight to be paid for every and each quarter of 480 pounds delivered." FOREIGN SHIPMASTER.

Newcastle, Feb. 7, 1876.

[If the cargo was damaged by salt water from perils of the sea, the full freight would be payable, unless the Shipowner has contracted to deliver the cargo in good condition without the usual stipulations in the Bills of Lading. The freight, as per contract, is for the delivery of the pease under a certain stipulation as to freight; and no usage of Merchants can set aside a written agreement.]

CARGO CONSIGNED TO ORDER.

SIR,—I signed Bills of Lading without the rate of freight and conditions as per Charter-party being named therein, the Bills of Lading reading thus:—"Cargo consigned to order or its assigns, he or they paying freight." Will this affect the conditions of my Charter-party, or do I, by signing the Bills of Lading as above, annul the said conditions? If they are superseded by my so signing, how will the rate of freight be decided? A SMALL SHIPOWNER.

Swansea, March 10, 1876.

[If no rate of remuneration for the conveyance of the goods is mentioned in the Bills of Lading under which the cargo is to be delivered, but only the words "he or they paying freight," the Shipowner would be entitled to the freight as per Charter-party; and if this were disputed, and a lower sum offered, the cargo might be landed and held for the chartered amount. Where there is no stipulation between the Shipowner and the Receiver of goods, in Bills of Lading, as to freight, the Master would be justified in fixing the rate so as to be in accordance with the Charter.]

NOT SAILING.—CARGO DEPRECIATED.

SIR,—Can the Master of a vessel be held responsible for delay and damage to a cargo of grain if it can be proved he lost a fair wind at the Port of loading (for private reasons), and was, consequently, kept windbound for some time; and would the wind and weather reports in the *Shipping and Mercantile Gazette* be sufficient evidence to prove this? If the Master is liable, can the amount of damage be deducted from freight: if not, to whom are we to apply?

Jan. 15, 1876. SUBSCRIBERS.

[When a vessel is laden and her cargo properly secured, it is the duty of the Master to proceed forthwith on the voyage, unless the weather is tempestuous; and, if the Master is a prudent man he would consult his Officers as to sailing, although he need not blindly follow their advice. Unreasonable delay may void a policy, and, therefore, the Owner of a ship would be liable for all damages incurred through not fulfilling the contract of agreement. The weather reports in the *Shipping and Mercantile Gazette* have been put

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in as evidence; and as these reports could at any time be substantiated by those who furnish them, they should be taken as reliable for the places and at the times mentioned. The amount of damage cannot legally be deducted from freight.]

COKE AND COAL.

SIR,—A Charter-party contains the stipulation that the Charterers were to have the option of shipping five tons of foundry coke. We believe that it was the intention of the Charterers that the freight on the coke should be paid by weight at the same rate as on the coals. The Master argues, however, that the coke should be taken at the rate of 11 tons to the keel, instead of 21 1-5 tons as in the case of coals.—Yours, &c., SUBSCRIBERS.

March 22, 1877.

[The Bill of Lading states that the freight is to be paid as per Charter-party. The Charter-party stipulates for the conveyance of a cargo of coal at a specified rate; but there is a permission given to the Charterer to put on board five tons of foundry coke, without any conditions as to the rate of freight. By the recognised custom the keel of coke is 11 chaldrons, and the contention of the Master is therefore correct. A keel is a vessel which carries, by estimate, about 21 1-5 tons of coal, but when laden with coke the proportionate weight, space for space, would be less than that of coal.]

DYNAMITE AND COALS.

SIR,—My friends in London chartered my vessel to load rails and steam coals for a foreign Port. A few days afterwards the Agents of a Company requested them to find a vessel to take a quantity of dynamite to the same Port. I agreed to take it, and my friends placed my terms before the Agents, by whom they were accepted. I have written informing them that the vessel will be ready to receive the quantity agreed on during the week, and they write to me, saying that "it is not their intention now to ship by my vessel, in consequence of her being partly laden with South Wales gas-giving coal, as, in case of explosion or anything happening to the vessel, the innocent dynamite would probably be blamed." Can I claim the freight upon the dynamite, inasmuch as I am quite prepared to carry out the agreement?—Yours, &c., SUBSCRIBER.

Swansea, March 7, 1877.

[A vessel was to be found to convey the dynamite, but not space in a general vessel. We are of opinion that the Company, under the circumstances, could not be compelled to ship the dynamite on the top of coal, and therefore the freight could not be claimed.]

KEEL OF COKE AND IRON.

SIR,—A vessel is chartered to load iron and coke, at 9s. per ton iron and 11s. per ton coke, and for discharging the same it is stipulated "1½ keel per working day." A dispute having arisen as to the reduction into tons of a keel of coke and iron, we will feel obliged by your giving us your valuable opinion. SUBSCRIBERS.

London, Jan. 20, 1876.

[A keel represents 21 tons 4 cwt., and is supposed to cube 1,008 feet as a measure of coal. Eleven tons of coke are equal in stowage to one keel of coal; and a keel of coke, therefore, is an equivalent for 11 tons. As regards iron, there is no standard keel, and therefore the weight of a keel of coal would govern the contract.]

LANDING OR WEIGHING.

SIR,—A vessel consigned to us has arrived here from the East, and discharged her cargo. The freight, according to the Bills of Lading, is payable at a given rate "per ton of 20 cwt. net weight delivered." The custom here for payment of Eastern freights is "less two months' interest."

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Should this date from the last day of landing or the last day of weighing the cargo, as this seems to be a disputed point between the Shipowners and the Receivers of cargo?

Liverpool, Jan. 5, 1876. SHIPBROKERS.

[The freight is payable on delivery of the cargo to the Bill of Lading holder at the ship's side, where it should be weighed, and not removed before the carriage is paid, and the interest should begin to run from full delivery.—(See page 129, *Maritime Notes and Queries*, Vol. I.]

RAILWAY WEIGHTS.

SIR,—I loaded a cargo of coal in the Bristol Channel for a Port in the English Channel. My Charter reads thus—"freight to be paid less the cost of short weight, if any, at the rate of so much per ton." I turned out five tons short, for which the Receiver makes me pay, and says he has the right according to the terms of my Charter. I asked the Shippers to refund, but they refused, saying they have the railway weight by which they made out my Bill of Lading. Who should refund—the Shipper or the Receiver; and against whom have I a right of action to recover?

April 12, 1876. WRONGED.

[The Shipper, we presume, presented Bills of Lading, and the latter instrument recited the Charter-party. The Shipowner agreed to pay out of the freight the cost of short weight. If the Shipper did not put on board the vessel the quantity stated in the Bills of Lading, he might be sued for the difference between the weights at loading and discharging.—(As to Railway Weights, see leading article in *Shipping and Mercantile Gazette*, Nov. 9, 1875.)]

BROKERAGE BY SHIP OR CHARTERER.

SIR,—The reply in your issue of the 28th to my inquiry suggests further questions—viz. 1st. If no usage of trade can set aside the written contract under the Charter, are the Commissions payable to the Charterers or their Agents? Are these Commissions to be collected here or abroad, or partially at both places? 2nd. Are the rates of Commission to be assessed on the British sterling value of the freights earned, or on their value exchanged into foreign currency? If the latter, then at what rate are they to be exchanged—at par of exchange, or at the current rate?—Yours, &c.,

Glasgow, July 30, 1876. INQUIRER.

[1st. The Charter-party stipulates that "the vessel is to be consigned to the Charterers' Agents at Port of discharge inwards and outwards, paying 2 per cent. on freight as earned under this Charter, and 5 per cent. on homeward freight." The language is obscure, but it would appear to us that the Charterer contracted that the vessel was to be addressed to his Agents at Bombay, where the coal was to be discharged, and that such Agents were to be paid 2 per cent. on the inward freight at that Port, and 5 per cent. also on the outward freight from Bombay. 2nd. Two-thirds of the freight were to be paid on signing Bills of Lading, by cash at 5 per cent. discount, or bill at three months, and the balance on delivery of the cargo, in cash, at the exchange of 2s. per rupee; the two-thirds freight advanced to be returned if the cargo was not delivered at the Port of destination, the Freighters having power to insure the amount and deduct the cost thereof from the first payment of freight. If the Shipowner received freight less 5 per cent. on the two-thirds in England, that, added to the sum payable on delivery, would be the freight earned. The Commission would be payable at the rate of 2s. for every rupee, and not at the current par of exchange. The assessment would be on the British sterling value.]

CUSTOMS FEES.

SIR,—One of our vessels arrived in Ellesmere on July 10 from Dieppe with boulders, and finished discharging on July

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25, the detention said to be caused by there being no room on the quays to land the cargo. She was ultimately discharged into lighters, taking nine days to discharge and seven days doing nothing—in all 16 days. On clearing at the Custom-house we had to pay 2*l.* 19*s.* 8*d.* for Officers' attendance whilst in Port. The Bill of Lading states the freight only, and does not refer in any way to the Charter. Have we any claim for Demurrage, and from whom? Is the charge made for Officers' attendance payable by the vessel? She discharged 276 tons at 20 cwt.; freight paid on 245 tons 7 cwt. 2 qrs. at 22½ cwt.—Yours, &c.,

Fleetwood, Aug. 8, 1876. EDWARD PORTER.

[The vessel having been alongside the quay and ready to give delivery, all detention would fall on the Charterer, in the absence of any contract with the Bill of Lading holder. The charges made by the Custom-house Officers would fall on the Shipowner in the first instance; but if such dues were incurred solely on account of the cargo, the Merchant would have to pay them.—(See "Tide Surveyors' Charges," page 14, *Maritime Notes and Queries*, Vol. I., and pages 24 and 157, Vol. II.)]

CASH IN PAYMENT.

SIR,—A ship was chartered to a Port in Spain at so many shillings per ton freight, payable there in cash. How can the Owner demand the freight to be paid him? Is the advantage in favour of the ship or the Merchants? What course should be taken by the Captain?—Yours, &c.,

Briton Ferry, March 8, 1877. SHIPOWNER.

[If the freight was to be paid in cash, British sterling, and not in Spanish coin or currency, the Master may demand to be paid as per agreement. These matters are usually provided for in the Charter or Bills of Lading. There would be a loss on payment in Spanish money. If there is no stipulation as to the coin in which the freight is to be paid, the Master would be bound by the custom of the Port.]

EXCHANGE RATE AND COMMISSION.

SIR,—We sent a ship of ours to Rangoon, to load rice for Europe, in March 1875, and again in April 1876, each time under identical Charters with the same Merchants. We now wish to draw your attention to a clause, word for word in each Charter, as follows:—"The necessary cash for ship's use to be advanced the Master at the loading Port, up to ——, on account of the freight, and at an exchange as customary, the same to be indorsed on Bills of Lading, including cost of insurance, interest, and 2½ per cent. Commission, and deducted from freight on settlement thereof, and for due appropriation of which Charterers or their Agents shall not be held responsible," and to the different constructions put on the same by the Merchants. Under the first Charter (1875), when the current exchange was 1*s.* 11½*d.*, the "exchange as customary" was reckoned in the disbursement account as 2*s.* 1½*d.* per rupee, and under the second Charter (1876), the current exchange being 1*s.* 9½*d.*, it was 1*s.* 11½*d.* The Merchants say:—"The exchange as customary is the current rate plus 2*d.*, and that it varies." We learn from other Merchants in the trade that the rate "as customary" is simply the current exchange of the day of advance; and others, again, state that "the exchange as customary is a fixed rate of exchange, not varying at all." 1. What is the correct interpretation of the words "exchange as customary"? 2. The following agreement was annexed to each Charter:—"With reference to the Charter-party of the vessel, dated this day, we hereby agree, in addition to the terms therein specified, to consign the ship at the loading Ports to your Agents, and to pay them there a Commission of two and a-half per cent. (2½ per cent.) on the estimated amount of freight to be earned under the said Charter-party; the same to be considered as an advance against the freight. But it is distinctly understood that beyond the aforesaid 2½ per cent. no further claim for Commission is to be made against the vessel by any of your Agents." In each instance this Commission, calculated on the estimated freight in sterling, was charged at the loading Port as part of advance of freight, but the mode of charging it differs:—(*a*) In the account for 1875 it is simply added to the sterling equivalent of the ordinary disbursements, previously converted from rupees into sterling at the exchange of 2*s.* 1½*d.* (*b*) In the account for 1876 it is converted from sterling into rupees at 1*s.* 9½*d.* exchange, and then, added to the amount of ordinary disbursements (all in rupees), the total is converted into sterling at the exchange of 1*s.* 11½*d.* The result of this second method as against the first is a loss to the ship of 2*d.* per rupee. We have had several vessels at Rangoon and other Rice Ports under similar agreements, and in every case the additional Commission was charged according to the first method already explained. The Merchants, being unable to reconcile the two methods of charging the Commission, simply state "they were entitled to receive the Commission at Rangoon in cash, but inasmuch as the Master had not the money they advanced him the amount, merely charging the rate of exchange of the day, i.e. 1*s.* 9½*d.*" Which mode is the correct one?—Yours, &c., SHIPOWNERS.

Swansea, April 7, 1877.

[1. The rate of exchange is the course of exchange of one place upon another at a particular date, and this is the customary exchange; therefore the rate would be governed accordingly. There is no rule for deducting 2*d.* from the par of exchange or difference of value. 2. The system of adding the sterling equivalent as converted from rupees is the correct one, as given in example *a*.]

INTAKE AND OUTPUT OF PIT PROPS.

SIR,—A Norwegian vessel took in, at Christiania, a full cargo of pit props of sundry lengths and sizes, the freight being stipulated at —*s.* per Norwegian Commerce last. The Captain signed a clean Bill of Lading, and on delivery here the Consignees want to deduct from the freight about 23*l.* for deficiency, not in pieces or running feet, but in sizes, having been enjoined on the part of the Shippers or Sellers to recover any deficiency from the Captain. In order to show the case at a glance, I state particulars of intake as per Bill of Lading, and output as per certificate from Bill of Entry Office, viz.:—

INTAKE.			OUTPUT.	
Pieces.	Running Feet.	Size.	Pieces.	Running Feet.
781	4,635½	6 in. top.	545	3,200
1,290	7,236½	5½ in. „	812	4,809
3,122	18,604½	5 in. „	1,703	10,092
3,620	19,945½	4½ in. „	3,910	22,033½
None.	——	4 in. „	1,796	9,889
„	——	3½ in. „	9	52
„	——	3 in. „	1	7
8,813	50,122		8,806	50,083

This shows a deficiency of only seven pieces, or 39 feet, but a great difference in sizes, which evidently have been grossly overstated and charged for in invoice, but for which the Captain ought not to be held accountable. The Consignees, however, say that, having express instructions, they can do nothing else but deduct the difference in value from the freight. Of course the Captain is prepared to supply Consignees with a declaration, sworn by himself and Crew, that they have delivered the cargo exactly as taken on board. I have looked through Vols. I. and II. of *Maritime Notes and Queries*, and, from your opinion given in sundry instances, I am confident that the Consignees are bound to pay the freight in full (minus a trifle for the seven pieces short delivered), especially as it looks very much like a case of imposition, and that the Captain can safely sue them for his freight. A SHIPBROKER.

May 29, 1876.

[The question would depend upon the measuring inwards and outwards, whether by string, rule, or caliper; but in our opinion the Bill of Lading holder could only deduct freight on 39 feet.—(See "Freight on Pit Props," page 102, *Maritime Notes and Queries*, Vol. II.)]

FREIGHT.

JETTISON OF DECKLOAD.

SIR,—A vessel arrived here with a cargo of deals &c., with deckload of deals and boards. The ship meeting with bad weather, a portion of the deckload was washed overboard, and the Master also thought it prudent to throw a little of it over to ease the ship. The vessel arrived at her destination, and the master noted and extended protest. Must the ship pay for the lost portion of the deckload besides losing freight thereon?—Yours, &c., AN INQUIRER.

Nevin, July 5, 1876.

[If there was an established usage in the trade to carry deck cargo, and the Charter provided for the same, or the Policy included the words, "in and over all," the voluntary sacrifice would fall on General Average. The question as regards voluntary and involuntary sacrifice is fully treated at pages 86, 87, 43, 78, 110, 136, 137, 145, and 196 *Maritime Notes and Queries*, Vol. I.; pages 2, 3, 22, 57, and 165, Vol. II.; and pages 28, 30, and 51, Vol. III.)]

ROSIN CARGO.

SIR,—After perusing the Charter-party and Bills of Lading inclosed for your inspection, will you inform me whether I may fairly claim of the Receivers of the cargo freight on the weight of rosin landed over and above the weight stated on Bills of Lading? The Receivers decline to pay on this excess weight, on the ground that rosin invariably turns out considerably in excess of invoiced weight, and that it would, by absorbing the evaporated turpentine, increase in weight on the passage. The latter portion of the cargo is admittedly landed in remarkably good order, with the exception of two barrels of which the hoops had burst, and the contents of course were lost.—Yours, &c., S. J. HARRIS.

Bristol, Dec. 29, 1875.

[The Charter-party stipulates that—"The Bills of Lading are to be signed without prejudice to the Charter, and to pay 6s. British sterling per barrel of 40 gallons gross gauge of barrels for spirits of turpentine, and 4s. per barrel of 310 lbs. gross weight for rosin, in cash on proper discharge." The Bills of Lading make the number of barrels of rosin to be 2,157, weighing 697,215 lbs., and freight (at Charter-party rate) is to be paid "for the said shipment." The freight is not expressly stipulated, as in the Bills of Lading, to be paid on delivery, or by Bill of Lading weight. The weight of the rosin when landed is stated to be 712,721 lbs., or 15,506 lbs. in excess of the weight given in the Bills of Lading. It is a question, therefore, as to the correct weighing on shipment and discharge, and the absorption of moisture by the rosin. This involves the point as to where the turpentine was stowed, and the absorbing power of rosin. As a matter of opinion, we should say that rosin closely packed in barrels could not absorb so much turpentine vapour as to increase its weight by 6 tons 18 cwt. 3 qrs. 26 lbs., even if the 500 casks of turpentine on board the ship were not strongly made and bound. It is an established rule that if the Bill of Lading quantity is to govern the payment of freight, swelling of grain, or increased weight from natural causes, is not paid for. In our Correspondent's case, however, the only Bill of Lading condition is that the freight shall be paid at Bristol. If the correct number of barrels has been delivered, we would advise a claim being made for extra freight, and that would settle all matters of fact.]

STEAM COMPANY REFUSING TO CARRY.

SIR,—I am in the habit of shipping by steamers running between the Continent and this Port. A short time ago my goods were refused to be taken on board owing to the fact of my Agent having shipped other goods by an opposition line just started. The steamer belongs to a Company duly incorporated by Act of Parliament, advertising regular days of departure, showing a fixed rate of freight. Are they not public carriers, and are they not legally compelled to take goods offered to them when able to carry them? An answer will greatly oblige. A MERCHANT.

London, May 25, 1876.

[A Shipowner is not bound to carry goods unless he contracts to do so; and he is not compelled to receive cargo for conveyance unless made liable by agreement. With respect to a Joint Stock Company the case would be the same, provided the Articles of Association or Deed of Incorporation did not bind them to convey for all upon equal terms, or to receive cargo when the vessel's holds were not full, and the ship loaded to a safe and seaworthy extent.]

GENERAL AVERAGE.

TALLOW AND BARLEY BY BALTIC SCALE.

SIR,—A steamer loaded barley in a Black Sea Port for the United Kingdom, freight at the rate of 42s. 6d. per ton tallow, "according to the London and Baltic printed rates." What is the equivalent rate per quarter payable here, and how do you arrive at the same?—Yours, &c., CLIO.

Leith, Dec. 21, 1876.

[By the printed comparative scale in the "London Baltic Rates," when tallow is 42s. 6d. per ton, barley is 5 7·03. By the "Baltic and Archangel rates of Freight," tallow is two-thirds the freight of hemp, 97 imperial quarters of wheat are equal to 10 tons of hemp, and barley is 15 per cent. less than wheat. Hemp is the standard. By the "Black Sea Rates of Freight," when tallow is 42s. 6d. per ton, it is 15 per cent. less, or 5 7·086 per quarter.]

WAITING FOR PAYMENT.

SIR,—On the 24th ult. I signed a Charter at Llanelly to load coals there for Portsmouth, one condition being—the freight to be paid in cash on the safe delivery of the cargo on certificate of production of true delivery. I got my Bill of Lading indorsed, and posted it to the Receiver of the cargo on the 20th inst., but there was no one here to pay the freight. On the 22nd he wrote to my Broker here, but instead of enclosing freight, he states that he has laid the account before his Principals. On the 26th, and again on the 27th, I wired him, but got no reply until 3 P.M. yesterday, when a letter came enclosing a cheque on a Swansea Bank, on which, of course, I have to pay a small commission, in addition to having to pay commission on cash advanced to me to pay wages &c. due on delivery of cargo. On the 27th he writes:—"The Shippers promised me faithfully to let me have cheque yesterday, and I am still without it. So that you may not be detained I enclose you my own cheque." What redress have I for so gross a breach of the condition in Charter quoted above? Masters of vessels are often deceived when loading for H.M. dockyards, and they think they are in good hands, but the Officers know nothing about paying freight, and vessels are frequently delayed two or three days waiting for settlement. A delay of full eight days, however, is intolerable.—Yours, &c.,

W. BEDWELL, Master of the brigantine
Portsmouth, June 29, 1876. Volunteer, of Padstow.

[The Charterer is liable for all detention caused by his non-fulfilment of the contract and if he withheld payment for an unreasonable time after receiving the certificate of delivery.]

GENERAL AVERAGE.

ADJUSTMENT.

General Average, as adjusted by an English or a foreign statement, leaves room for litigation; but as regards the place of adjustment, and the relative contributions, the law is approaching a recognised settlement. It is the custom of Underwriters to insert the clause—"General Average payable according to foreign statement, if so made up;" and it has

been argued that the evidence of this practice clearly proves that where there is no agreement of that character the adjustment must be made in accordance with British principles—that is to say, if a voyage is broken up, and a statement drawn out in a foreign Port, the law of the State where the Average is adjusted must not govern, but only the law of the country to which the ship may belong. We have insisted that, with or without the special clause as to foreign statement, the adjustment should, if practicable, take effect where the ship and cargo part company. In the case of "LORING *v.* The Neptune Insurance Company," the Supreme Judicial Court of the United States held that the Insurers of 350 boxes of sugar were liable for a General Average as adjusted at a foreign Port of destination, although there had been no agreement that the settlement should be so made.—(See report in *Shipping and Mercantile Gazette*, August 17, 1838.) In "FLETCHER *v.* ALEXANDER," Common Pleas, May 1868, the Court held that, where a voyage terminates, either by completion or by being broken up, *there* is the proper place for the adjustment. The Underwriters, also, in "DENT *v.* The Marine Insurance Company," Queen's Bench, April 1869, were held liable to pay Salvage charges imposed by a Russian tribunal, although it was shown that the adjustment was contrary to English practice. Where there is no special clause, said Mr. Justice BRETT, in "HARRIS *v.* SCARAMANGA," Common Pleas, June 1872, Underwriters are liable for General Average, if made according to the law of the country where the settlement between the Owner of the ship and the cargo takes place. This method of settlement has been disputed, but the number of decisions given in favour of the adjustments being made in conformity with the laws of the States where voyages have been terminated ought by this time to create an incontrovertible custom. Any Underwriter who does not desire to be bound by foreign Average statements may provide for the English law by a clause stipulating for the same in the Policy. It is open to the terms of contract, but, when not specially provided for, we are of opinion that the law of the State wherein the voyage ends must determine the question. There are some curious points, however, respecting Average payments, even where the law of a country does not recognise a payment as coming within the general adjustment. In HARRIS's case, above quoted, wherein the expenses at a Port of refuge had been met by a Bottomry Bond, and the ship and freight at the Port of destination were insufficient to pay the loan, the deficit was made good out of the cargo, contrary to the law of Bremen, where the settlement took place. The Adjusters made up the statement, and as the Policy contained the clause to pay as per foreign statement, the Underwriters, said Chief Justice BOVILL, were liable to pay whatever the Owners of the insured goods were called upon to contribute. In our impression of the 24th instant will be found another case bearing on the subject, and which was finally decided on appeal by the Court of Session, Edinburgh. A Policy set forth that the General Average was to be payable according to foreign statement, if so made up. The insurance was on pig iron valued at 835*l.* The ship had to run for a Port of refuge, where repairs were executed, and, when ready for sea, was bottomried for 700*l.* To meet this the Shipowner was called upon to contribute the sum of

GENERAL AVERAGE.

620*l.* 8*s.*, and the Cargo-owner 238*l.* 19*s.*, the iron having been carried to its destination. The Shipowner and Master not being in a condition to pay the amount of the bond when due, the Consignees of the cargo paid it. The Consignees then recovered, under an order of Court, 300*l.* by the sale of the ship, but this money was forestalled by wages and other preferential expenses. The liability of the parties had next to be regulated by the general German Commercial Law, which provides that all parties shall contribute. The iron, for the purposes of Average, was valued at 1,293*l.*, and the second statement made the contribution 720*l.* 4*s.* This was the loss sustained by the Owners of the cargo, and they sued the Underwriters under the Policy to recover the same. The Lord Ordinary held that the Insurers undertook to pay the proportion of the amount imposed on the Insured, as the Average loss payable for the subject of insurance as ascertained and fixed by foreign adjustment, and not merely the proportion of the amount which, by calculation might be found as the Shipping value, as distinguished from the Contributory value, and therefore the Underwriters were, said his Lordship, liable to make good the amount contributed. The pursuers claimed to pay on the value of the iron as declared in the Policy, and not on a higher sum as settled by Average Adjusters in a foreign Port. The full Court, however, affirmed the judgment of the Judge in the Court below. This decision in the Scottish Court agrees with the judgment in "HARRIS *v.* SCARAMANGA," for, as Chief Justice BOVILL ruled, "we have only to see whether the foreign adjustment "which gives rise to the claim has been in fact made "or not." The Underwriters on the one side, and the Insured on the other, agree to be bound by foreign Statement of Average without any reservation whatever, and the consequence is that a declared value and a value on the goods insured differ. The Court says:—"We have nothing to do with these "discrepancies. You contract to abide by a foreign "adjustment, and if the Average Staters make the "goods of more value than that fixed under the "Policy, you must pay the percentage on the higher "valuation." It will be gathered from this short summary of the law as regards settlements at home or abroad, that Average Adjusters are not altogether compelled to take the value of goods for insurance as the value for Average contribution. The Policy does not bind the Adjuster in making the settlement. There is a divergence in the laws of Maritime States as regards General Average, and in 1860 the International Congress met under the presidency of Lord BROUGHAM, at Glasgow, to draw up rules of conformance; in 1864 Sir JAMES WILDE took the chair at York at a similar meeting. As Underwriters, on goods insured by them, undertake to indemnify the Insurers from loss, and the sacrifice is settled by Average, it becomes important that there should be only one law for the universal government of adjustment.—*July* 28, 1876.

GENERAL AVERAGE.

In our impression of the 24th ult. a case is reported which may, for a time, settle the question of General Average with respect to cargo sacrificed during a voyage in order to keep a donkey engine in operation to work the pumps. The question before the Court,

though not altogether novel, was an undecided one in a certain sense, because it referred to an auxiliary engine on board a sailing ship which had been adapted for pumping purposes.—(See the *John Baring*—"ROBINSON *v.* PRICE," Queen's Bench Division.) The ship was chartered to convey a cargo of timber from Quebec to London, and, encountering bad weather, the coals carried for generating steam became exhausted, and after using up the spare spars, some of the timber constituting the cargo had to be burnt in the furnace to keep up the steam, so that the pumps should be continued in constant action. On reference to the Arbitrator, he decided that the peril was imminent, and that the measures taken were indispensable for the preservation of the vessel and the cargo, and that, in accordance with this ruling, the sacrifice should be treated as General Average. The Court, however, held that, where there was an auxiliary power for pumping, the Shipowner was bound to have a sufficient supply of fuel on board for the purpose; and though the quantity should be governed by the nature of the voyage, the season of the year, the condition of the ship, and whatever experience had shown to be prudent, it did not follow that coal should be carried for every emergency. There was a reservation in the decision bearing upon the point of what should be taken for an ordinary voyage, as compared with a provision for long detention by gales and head winds. It was a question, therefore, of quantity, and was not distinguishable from the usual practice of allowing such losses, in Average, in the case of steam ships, when incurred for the benefit of all interests. If the ship had not been provided with steam power, it is possible she might have been lost, and her Crew and cargo also. Had she been fitted with the common hand pumps, the men would have soon got exhausted, and then her abandonment must have followed. A ship may have coal enough on board for cooking purposes, cabin fires, and for generating steam, but a retarded passage might so reduce the stock as to leave very little on an emergency for the pumps. If the ship had been lost through not having steam at command, the Underwriters would have been liable; and it was not argued that a ship should, by stipulations in the policy, be fitted with steam pumps. Even though a vessel has mechanical power available, it is possible the pumps may likewise be capable of being worked by hand; and as regards Average, if the pumps were of a proper size and in good order, and a portion of the cargo was not sacrificed to save the ship, an action under a policy might be disputed on the ground that the means of rescuing the whole adventure was within reach, but that the Master of the vessel did not avail himself of the means of salvation at the moment of peril. The Court, having heard the arguments for and against the sacrifice of the timber being treated as a General Average loss, came to the conclusion that the danger was imminent, and that the Master was justified, as the agent of all parties, in taking such steps as were within reach for the safety of all. From the fact of all the coal having been consumed, and the ship's spars likewise, there was *primâ facie* evidence of the sacrifice having been necessitated by the exigencies of the voyage, and judgment was given for the Shipowner. When steamers run short of coal owing to extraordinary delays, and cargo, spare spars, bulwarks, planking, or stores have to be brought into requisition to feed the boilers, the sacrifice is adjusted in General Average, unless the vessel started without a sufficient supply for an ordinary voyage. In "SHAND *v.* ASH" (Common Pleas, Feb. 17, 1872) it was held, in confirmation of the rule mentioned, that there was no obligation cast upon the steamer to have more than a reasonable and ordinary supply of fuel on board, having regard to the character of the voyage and of the weather that might be expected. We have said, however, that the donkey engine question has been an unsettled one. In "HARRISON *v.* The Bank of Australia" (the *Champion of the Seas*), the Judges were divided in opinion, and so no decision was given. The merits of the case were very similar to those of the *John Baring*. Both were sailing vessels, and from leakage the pumps had to be continued in constant work and the coals had become exhausted. Chief Baron KELLY and Baron BRAMWELL held that the sacrifice of the cargo was recoverable as General Average, but Barons MARTIN and CLEASBY were of a contrary opinion. Whether the principle has been finally established by the recent action of "ROBINSON *v.* PRICE" it would be imprudent to say in the face of such litigation as we have had in the Superior Courts during the last three or four years. The judgment of the Queen's Bench ought to govern all Average Staters in their adjustments. The law is quite clear as we understand the adjustment of contributions. A claim for General Average, said Chief Justice WILDE in "HALLETT *v.* WIGRAM," arises when part of a cargo or of a ship is destroyed in order to rescue the remainder from some impending peril. "If during a voyage [he said], by stress of "weather or otherwise, a vessel is in immediate "danger of being lost, and part of the cargo is "thrown overboard, or a mast is cut away, as a means "of preventing the total loss of the ship and cargo, "that loss, being incurred for the common benefit of "all concerned, shall not be sustained by the Owner "of the ship alone, but by a general contribution "from all." It is—must always be—a fine-drawn distinction as to what coal should be put on board a vessel for the use of a donkey engine, and what may be considered reasonably sufficient. If a Shipowner had to carry coal for several weeks' consumption, he had better convert his sailing ship into a steamer. The steam engine is an extra power, and no attempt should be made to contract its application. The automatic pump of THIERS is maintained by the motion of the ship, is independent of manual labour and the wind, and dispenses with the use of steam. If such questions as those we have herein described and commented upon are likely to occupy the Courts, the roll of the ship should be utilised to sustain the action of pumping, assisted likewise, if deemed advisable, by the less reliable windmill pumps, and then there could be no dispute as to what should be the right quantity of coal to be furnished for long or short voyages; and the Judges would not consequently be called upon to pronounce for or against Shipowners or Underwriters under policies.—*December* 1, 1876.

ADJUSTMENT.

SIR,—I have the following clause in a Charter-party of a ship recently discharged at a Continental Port under General Average:—"All questions of General Average to be settled according to the custom of the London Underwriters at Lloyd's." My London Average Stater having informed me

GENERAL AVERAGE.

that the "custom of the London Underwriters at Lloyd's," and, indeed, the law of this and all Maritime nations, require General Average to be adjusted at and according to the usage of the Port of destination or discharge, and that this printed clause (though unnecessary) merely confirmed it, I presented to my Merchant a statement prepared by a professional Average Stater at the Port of discharge, which reimbursed me several charges that would not have been allowed if the ship had discharged in England; but the Merchant refused to pay me, alleging that the clause means that the statement must be prepared in London, and such charges only allowed as would be by an English Average Stater.—Yours, etc.,

London, May 2, 1877. STREONSHALH.

[The custom of the Underwriters at Lloyd's is governed by the law of adjustment. There is no special custom of Lloyd's distinct from the general custom. The cargo having been discharged at a Continental Port, the law in force there would be binding on all parties, in the absence of any agreement as to the adoption of the law as prevailing in London. Chief Justice Abbott, in "Simonds *v.* White," 1822, said:—"The cargo might belong, partly to British subjects, partly to foreigners: were there to be as many different adjustments as nationalities? There must be one rule for all; and that which was known, and could be administered on the spot, was clearly the most convenient." "Scaif *v.* Tobin" showed that the Master of a ship should never part with his lien on the cargo until the Average is settled, or security given for its payment.—(See page 129, *Maritime Notes and Queries*, Vol. I.) The special clause inserted in policies is thus worded:—"In case of any lawful claim arising on this policy, it is agreed that the same shall be settled by the Company's Agents at that place . . . . and that the settlement thereof be made in conformity with the laws and customs of England." This would hold good as between the Underwriters and the Assured; but in a question of Average on cargo, the Shipowner, not being a party to the insurance clause quoted above, would not, therefore, be bound by it.]

ADJUSTMENT.

SIR,—A Mutual Ship Insurance Company refuse to pay under an Average Statement. The vessel got ashore on the 4th of January, 1877, at Lisbon, and the Insurance Company having no Agent at that Port, the Secretary sent instructions to the Captain to repair the ship temporarily and come home to finish, and the ship arrived in England safely. The Insurance Company sent a Surveyor to survey the ship, and he reported that there were charges in the bill for things that were not on board or laid out on the ship. The Captain had signed all the bills, and certified that the things were on board. The Owners had to pay all bills before they could get the vessel released at Lisbon. Are the Owners entitled to have full payment of Average Statement?

Amlwch, Sept. 7, 1877. A SHIPOWNER.

[If the vessel was stranded, and the Insurance Company admitted their liability, and gave the order for or sanctioned the work to be done, they would be liable to pay all the expenses incurred, but would be entitled to proof of the bills submitted to the Average Stater having been actually incurred for repairs. If our Correspondent takes proceedings to recover the amount due under the Policy, it would be necessary to produce the receipted bills and give evidence of their being paid.]

BRITISH OR FOREIGN ADJUSTMENT.

SIR,—An arrangement was made in November last for a Norwegian vessel to load a cargo of oats for England in Konigsberg, and on completion of lading, the Captain signed a Bill of Lading (in English), and insurance on cargo was effected in Prussia. Some time after sailing the vessel met with mishaps, and was taken into Stavanger, in Norway, in distress, and was compelled to discharge a portion of her cargo; consequently, the vessel comes under an Average. The question that arises is this:—Can the Receivers of the cargo here be compelled to pay cargo's proportion of Average under a Norwegian adjustment (a language they do not understand), or can they (the Receivers) demand an Average statement prepared in this country—say London—by any duly qualified Average Adjuster, the latter course they being quite willing to accept?—Yours, &c., SHIPBROKER.

Rochester, Feb. 17, 1877.

[The Norwegian statement would be binding in the absence of any express stipulation that the adjustment should be drawn up in England.]

COLONIAL ADJUSTMENT OF AVERAGE.

SIR,—With regard to the clause—"to pay General Average per foreign statement if so made up," and referring to Chief Justice Bovill's judgment in "Harris *v.* Scaramanga," would Underwriters on a policy containing the above clause be bound by a statement prepared in a Colonial Port of destination, although the apportionment be partly according to local usage and on somewhat different principles from those usually followed in England—in other words, can an English Colonial Port be considered, as regards matters of General Average, as a foreign Port? I observe that in the case of the Barbara (4 C. Rob.), Jersey was considered as a foreign Port for the purpose of sustaining a Bottomry Bond, and that the Ports of Ireland, prior to the union, were also so held for a like purpose, there being a question as to how far such rule is affected by the Act of Union.—(The Rhodamanthe, 1 Dodson, 204.)—Yours, &c., ASSURANCE.

London, Sept. 1, 1876.

[The meaning of adjustment according to English practice would not apply to a British Possession abroad. A Colonial Port would be deemed to be a foreign Port for the purpose of making up an Average statement. "The adjustment of a General Average at the Port of discharge, according to the law prevailing there, is binding upon the Shipowner and the Merchant, as they must be taken to have assented to adjustment being made at the usual and proper place, and, as a consequence, according to the law of that place"—("Lloyd *v.* Guibert"). For Customs purposes a colony is a foreign Port, and it would be so for the adjustment of Average at the Port of destination.]

AVERAGE ON CARGO OF WRONGDOING SHIP.

SIR,—In the act of bringing up in the Downs, my vessel drove foul of a ship at anchor, receiving damage, and she was towed into an adjacent Port. My vessel was to blame, and, for the benefit of all parties, I admitted my liability so as to compromise with the Owners of the vessel with which my vessel had collided. My vessel was laden with a cargo of coals, and, for the benefit of all concerned, an arrangement was made by which the coal was sold at the Port where it was discharged for the repairs of the vessel, the Underwriters upon the coal agreeing to the price upon my returning the freight advanced, and undertaking to pay their proportion of the Average. On presenting my Average statement, I am told that, in consequence of my having admitted my liability for the collision, all losses incurred will fall upon me; and the Underwriters, upon this ground alone, decline to pay the cargo's proportion of the Average. What is my position in the matter? The Underwriters on the ship have settled their claim.—Yours, &c., A SHIPOWNER.

Cardiff, July 19, 1876.

[The cargo could not be made to contribute in Average for the wrongdoing of the ship; and therefore, the Underwriters on the cargo would be exonerated from contributing under an ordinary Policy in which collisions are not provided for, and even then there is a question as the damage to the two vessels or their cargoes.]

GENERAL AVERAGE.

AVERAGE CLAIM ON CARGO.

SIR,—Has a ship the same claim on the cargo if the words "General Average" be omitted?
Aberdeen, March 21, 1876. B. B.

[Nearly all Bills of Lading contain the words, "Paying freight at ——, and Average as customary." This commonly applies to petty charges on goods, and is mixed up with the old stipulation as to primage. General Average, or Particular Average, on ship and cargo, or on either, as separate interests, is a distinct affair altogether, and, whether provided for or not in the contracts of affreightment, would be due on the cargo by usage, and might be enforced by Common Law.]

AVERAGE ON DAMAGED CARGO.

SIR,—A vessel bound to Southampton with a cargo of coals (insured) got aground in the neighbourhood of that Port, and several tons of coals were taken out to float her off, and they were sent on to Southampton in lighters. A survey was held on the coals thus delivered, and they were reported damaged by breakage to the extent of 5*s.* per ton. Should this deterioration of 5*s.* per ton be paid by the Owner of the vessel or settled by General or Particular Average?—Yours, &c.
Shoreham, Nov. 8, 1876. INQUIRER.

[The ship is not liable. The lighterage and charges, with depreciation of cargo, must be settled by Average adjustment. A ship that is stranded is always in danger, and the service performed in getting her afloat is a Salvage operation.—(The Shannon.) Transhipment is a Salvage service, and Salvage gives a claim for General Average. The expense of lightening a vessel to save the ship and the cargo on board is General Average, for it is a service performed to benefit all interests. The ship is rescued, the freight is earned, and the cargo is saved. There was one undertaking in favour of all concerned. The cargo was not out of danger until the vessel was floated. "If a cargo requires assistance to remove it to a place of safety, the service is one of Salvage."—(Dr. Lushington in the Westminster.) Where an expense is incurred to float a stranded ship, and to save the property as a whole, it is treated as General Average. When the cargo is not in danger, and is warehoused, the cost of floating the empty ship is one of Particular Average.]

SALE OF CARGO FOR AVERAGE.

SIR,—When a vessel under Average puts into a harbour of refuge, where the cargo has to be discharged, is the Owner by English law compelled to bring the cargo forward when the vessel is not condemned, although it can be clearly proved that the value of the cargo in its damaged state, either at the harbour of refuge or if brought forward to the Port of destination, would be sufficient to cover the amount which, in accordance with the Average statement, falls upon it, not to say anything about this amount plus the freight? Under these circumstances, can the Master sell the cargo by auction at the harbour of refuge, and apply the proceeds towards covering the amount due by the cargo as per Average statement?—Yours, &c., SUBSCRIBERS.
London, Aug. 29, 1876.

[If the ship can be repaired so as to bring home the cargo, it would be the duty of the Master to convey it to its destination, unless it is perishable. The Master would not be justified in selling the cargo in a harbour of refuge for Average charges. A Master would be entitled to sell at an intermediate Port when a cargo is in a perishable state, and the only alternative is a sale or the total loss of so much of the cargo as is in a decaying condition.—(The "Gratitudine." "Vlierboom *v.* Chapman"; "Blythe *v.* Smith"; and page 55, *Maritime Notes and Queries*, Vol. II.)]

GENERAL AVERAGE.

CARGO IN GENERAL AVERAGE.

SIR,—Is the cargo's proportion of General Average payable to the Shipowner in full, as per statement, or are the receivers entitled to deduct their insurance, and the Broker's Commission for cashing the same, from the Underwriters on the cargo? A Merchant at Cardiff says it is customary there.—Yours, &c., BROKERS.
London, Aug. 8, 1876.

[From the value of cargo for Average must be deducted the freight, insurance, brokerage, and other charges, but not the Merchant's expected commission.]

ICE CARGO IN AVERAGE.

SIR,—Is not ice, paying freight, to be in every respect considered as cargo, and as such liable for contribution towards General Average expenses?—Yours, &c.,
London, Jan. 23, 1877. SUBSCRIBER.

[Ice cargoes are not exempted from contributing to General Average.]

AVERAGE ON WRECK CUT AWAY.

SIR,—While beating up the Bristol Channel with upper and lower foretopsails set, the yards were carried away while in stays, the ship then having the Nash Point bearing east five miles. The vessel in a great measure became unmanageable, and, in order to clear away the wreck, had to cut away the topsails and gear attached. Afterwards I came to in Morte Bay for 36 hours, when I took a tug in order to get the ship into safety up Channel, the weather still continuing very boisterous, and while towing up the hawser parted. Would the loss sustained by cutting away the topsails and the towage up to safety, with loss of hawser, come into General Average; or would the whole have to be borne by the Owners of the ship?—Yours, &c.,
Gloucester, Nov. 17, 1876. SHARE SAILOR.

[By the custom of Adjusters, the sacrifice would have to be borne by the ship alone as Particular Average; but see letters at pages 51 and 133, *Maritime Notes and Queries*, Vol. III.]

AVERAGE AND FORWARDING CHARGES.

SIR,—I was Master of a vessel which last winter loaded at New Orleans, for a Port in France, a cargo of cotton and staves. By accident my ship was struck by a floating wreck in the Gulf Stream, and got very leaky. I had to put into a Port of Refuge, where the ship was discharged, and the cargo forwarded to a larger place, and better adapted for business (on the command of Surveyors and Insurance Agents). The cotton was sent by rail and the staves by steamer. When the cargo arrived there a part of it was condemned (by Surveyors) and ordered to be sold for the benefit of all concerned. When the ship was discharged a survey was held, and the ship was condemned and sold. I had to wait a long time in that Port to get the cargo reshipped, but I at length secured and chartered a vessel, and she brought the cargo to its place of destination. I then went there, but had to wait a considerable time to get all the papers translated and in order. 1. Can the freight on the cotton which was forwarded by rail fall on General Average, but the staves, which were forwarded by steamer to the place of reshipment, which was cheapest, fall only on the freight? 2. Is no *pro rata* freight due on the cotton so sold? 3. Are the Stevedore's expenses of the new chartered ship to fall on the Owner of the lost ship, who had already paid once for loading the same cargo?—Yours, &c., A SHIPMASTER.
Havre, Sept. 18, 1876.

[1st. If a vessel strikes on a wreck at sea, and has to run for a Port to save her from foundering, the expenses of entering, pumping, and discharging the cargo, in order to repair the ship, fall on General Average. The expenses of transhipment vary according to the law of the country where the Average is adjusted. The expenses of transhipment and forwarding by rail and steamer are, by English law, recoverable from Underwriters on Freight.—(See "Failure of Voyage

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and Average," page 43, *Maritime Notes and Queries*, Vol. I.) Drying and reconditioning of cargo fall on the cargo when it is landed and warehoused. 2nd. The English law does not acknowledge a *pro rata* freight for General Average contribution when the goods have not been conveyed to their destination. If the freight was insured, the percentage lost would be recoverable under the Policy. 3rd. The Stevedore's expenses in reloading would fall on the Owner of the ship, subject to answer No. 1. For expenses incurred, the Shipowner can exercise his right to enforce his lien on the cargo for General Average at the place where the voyage is broken up; and the law of the place determines the amount.]

AVERAGE ON MASTER'S THIRDS.

SIR,—A small coaster of mine had a misfortune some time ago, and a General Average was made of it, to which cargo, freight, and ship each paid their proportion. Now, in small vessels it is usual for the Captain to work by thirds—that is, he receiving two-thirds of the freight and paying the other one-third to the Owner. Do you not, therefore, consider that the Captain should pay two-thirds of the freight's proportion of the General Average, and the Owner pay the other one-third? Your reply, through the medium of your valuable paper, will oblige. COASTER.

Hull, May 26, 1876.

[The Master being the hirer of the vessel *pro hac vice* would have to contribute on the two-thirds of the freight receivable by him in Average.]

AVERAGE AND INCOME TAX.

SIR,—I have a schooner upon which I have paid 270*l.* for Averages during the past three years, and I am told by the Income-tax Collector that this cannot be allowed as a set-off against profit. Can this possibly be law? She has been continued at Lloyd's at a cost of 300*l.*, and after allowing for both of the foregoing, she falls in debt 54*l.* at the end of three years, allowing nothing for depreciation. Under such circumstances, am I liable to pay income tax or not?—Yours, &c., TIMON OF ATHENS.

Feb. 7, 1877.

[If a Shipowner has to contribute in Average, the money so paid must be deducted from income, and if the amount is not recovered by insurance it should be allowed in the assessment. Insurance does not cover all Average settlements, for they may be under 3 per cent., and a ship may not be stranded. Income-tax Commissioners fix arbitrary methods of assessing the earnings of ships—(see page 53, *Maritime Notes and Queries*, Vol. I.); and if an Owner is charged for profits which have not been earned, his only recourse is, in the first place, to the Inland Revenue Commissioners, and then to the Court of Exchequer.]

COMMISSION IN GENERAL AVERAGE.

SIR,—After an Average statement has been made up, is the cargo's contribution payable to the Shipowner in full (as per such statement), or are the Receivers of the cargo entitled to deduct from such contribution the commission paid by them to their Insurance Broker for encashing from their Underwriters the same? This, say the Receivers in question, is the custom at Cardiff.—Yours, &c.,

London, Aug. 9, 1876. SHIPBROKERS.

[Our Correspondent's letter is not so clear as it might have been. 1st. The Broker's Note for premiums and commission would be deducted from the value of the cargo. 2nd. If the Shipbrokers discounted any Note or furnished cash to accommodate the cargo Owner, the commission on such advance should not be deducted from the value in Average.]

GENERAL AVERAGE.

COMMISSION IN GENERAL AVERAGE.

SIR,—The value of cargo is agreed, and the Average statement made up by one of the well-known Staters at Lloyd's. According to this the cargo has to pay as its proportion, say 200*l.* Is this amount payable to Shipowner (who, of course, has provided the necessary funds) in full, or can the Receivers deduct their Insurance Broker's commission for collecting it from Underwriters (usually 1 per cent.), say 2*l.*, and thus only pay Shipowner 198*l.*?—Yours, &c.,

London, Aug. 16, 1876. SHIPBROKERS.

[The Average Statement having been made up, and all consequential charges allowed in the adjustment, it would be open to the Shipowner to collect his own Average on the cargo; and if he engages an Agent to do so, he cannot charge any other interest with the Brokerage.]

CUSTOMS DUTY IN AVERAGE.

SIR,—I shipped some chemicals from the Tyne to Genoa. A portion was found on arrival to be damaged by sea-water. A survey was made by the recommendation of Lloyd's Agent, and the depreciation settled at "Z" lire. I had insured the goods here to their full value for "X" pounds, G.A., as per foreign statement. The foreign statement fixed the sound value of the goods at 27 lire per 100 kilos in bond, 29·30 duty paid. I sent into the Insurance Company a claim for the Z lire, plus expenses, and in reply received the Company's statement as follows:—Insured value X pounds; sound value at Genoa, 29·30 lire per 100 kilos, equal Y lire; depreciation, Z lire, equal 16 per cent. of Y; therefore we shall pay you only 16 per cent. of X, besides expenses. I accepted this latter mode of calculation, provided the sound value were estimated at 27 lire per 100 kilos, for I never calculated the duty in insuring the full value of my goods when landed. Is the Insurance Company correct according to custom in including the duty in the value of the goods?—Yours, &c.,

April 1, 1877. S.

[In "Johnson *v.* Shedden," 1802, Mr. Justice Lawrence, in following the rule laid down in "Lavis *v.* Rucker," held that Underwriters were not liable for loss incurred in consequence of duties of Customs, or charges after arrival, and that the average calculation must be made on the gross proceeds of the same goods when sound or damaged, and not on the net proceeds. The duty would have to be paid by the purchasers, and this would be included in the sale price.]

COLLECTION OF AVERAGE.

SIR,—A insures a cargo of sugar through his Broker B, and, on selling it, transfers the policy to C, the buyer, who, after the cargo has been landed and the damage ascertained, sends the Average statement for collection to his Broker, D, ignoring B altogether. Is it customary for one Insurance Broker to collect Average on Policies effected by another in the same place? SHIPOWNERS.

Greenock, Jan. 7, 1876.

[1. When a Policy is transferred with all the rights pertaining thereto, its holder would stand in the same position as the insured original, and, therefore, could employ whom he pleased to collect the Average. Where, however, a Policy is still held by a Broker, and no notice of transfer and surrender is given by the principal, he should be entitled, by courtesy, to collect the Averages.]

DEDUCTIONS IN AVERAGE.

SIR,—Is there any English law, or any custom at Lloyd's, which frees the Owner of a cargo from contributing to General Average because the amount falling on the cargo is less than 2½ per cent. of its value? If he cannot recover a smaller amount from his Underwriters, does that signify as between him and the Shipowner?—Yours, &c.,

Aug. 26, 1876. SUBSCRIBER.

[In the memorandum inserted at the foot of Policies, corn, fish, salt, fruit, flour, and seed are warranted free from

GENERAL AVERAGE.

Average, unless General or the ship be stranded. Sugar, tobacco, hemp, flax, hides, and skins are warranted free from Average under 5*l.* per cent., and all other goods, also the ship and freight, are warranted free from average under 8*l.* per cent., unless General or the ship be stranded. There is a custom of Lloyd's of deducting one-third new for old; but outside of the above contract and custom there is no law or usage among Underwriters, where not specially agreed upon, not to pay unless the damage exceed 2½ per cent. As regards contributions for Average between the Shipowner and the Owner of the cargo, the law of Insurance has nothing whatever to do with the adjustment. The cargo Owner must contribute to Average on its value whether the Merchant has insured it or not, irrespective of any contract of indemnification by way of insurance.]

SALVAGE, AVERAGE, AND INSURANCE.

SIR,—I shipped a consignment of cases containing one species of goods, and insured the same. The ship was stranded, and subsequently foundered. The Underwriters paid me the value of the goods, and I am now called upon to contribute to the Salvage under a General Average statement. Can this Salvage be claimed on a portion of my goods which were saved, the Underwriters having accepted the loss on the Policy as "total"?—Yours, &c.,

London, Sept. 16, 1876. SHIPMASTER.

[It is the duty of a Shipowner, or the Master as his Agent, to act for the benefit of all interests concerned, and not to abandon property that might, by "suing and labouring," be saved. An Assured, also, if within his power, is bound to take steps to rescue property from destruction; but where the Underwriter takes the risk of Salvage by accepting the abandonment, the Insurer should take the place of the Insured. The Master, being empowered in the interests of all concerned, may make an expenditure in the endeavour to recover the ship and the cargo; and for this outlay he has a lien for General Average, and as a Salvor, on the property saved. "If, after the outlay incurred, the ship and cargo utterly perish, so that no benefit is in result derived by any one, it may be right that, all being thus on an equality, all alike should contribute, since in that case it is necessary to fall back upon the intention to benefit. But an intention to benefit is not so strong an argument for contribution as a benefit actually conferred. The Shipowner's right to lien for General Average can only be made perfectly available for his protection by adopting the basis of ultimate results. On that basis the whole General Average is payable by the property which arrives. On that property alone can there be a lien. Hence the lien covers the entire claim, which it would not do were a portion of the General Average chargeable against the property which has been lost on the way." ("Lowndes on Average.") The Shipowner, having a lien for moneys expended in rescuing the goods imperilled, may hold them for the entire of his expenditure, so that, in order to release the goods, the lien for Average must be discharged. That is the position of the Shipowner with respect to the Shippers; but the question put to us by our Correspondent remains for consideration, namely, is the Underwriter, he having settled for a total loss, entitled to all Salvage? The goods, in the first place, are no longer vested in the Shipper, for he has endorsed the Bills of Lading to the Underwriter with all rights and liabilities thereunder. In our opinion, therefore, if the Insured has to pay Salvage on the property rescued, he should be entitled to the salable value of the goods; but if the Underwriter takes possession of the salved property, and the price realised covers the contribution under the Average adjustment, the insured and original Owner of the goods is not legally liable to pay the claim sought to be enforced by the Adjusters. In other words, the Underwriters, having paid 100 per cent. on their contract, have nothing more to pay in the shape of cost or Average; but if the Average exceed the value of the goods recovered, the difference must be borne by the Assured.]

COLLISION.

SIR,—If a vessel in the Coasting Trade collides with another vessel by an unavoidable accident, and with no blame attachable to either, and is so injured thereby as to make a great deal of water, and in imminent danger of foundering, and is towed by a tug and other assistance into a Port in safety, can the Owner claim against the cargo for a proportion of the Shipwright's bill for the repairs so caused, and putting the vessel in a seaworthy condition to complete the voyage?—Yours, &c., A CONSTANT READER.

May 25, 1877.

[The ship was in imminent peril of foundering, and when in this condition was assisted into Port by the aid of a tug and otherwise. The Port of Refuge expenses would be in the nature of Salvage services, and would fall on General Average, and consequently the cargo would contribute. The cost of repairs would not fall on Average.]

STRANDING AND CHARTER-PARTY.

SIR,—One of my vessels sailed from Par for St. Valery in May last with 180 tons of china clay. In proceeding to St. Valery, and when in charge of a Pilot, she stranded out of channel. There was much difficulty in getting her off, and 60 tons of cargo had to be thrown overboard, and the vessel took about 400*l.* damage. The Captain noted protest, and as repairs could not be effected at St. Valery the vessel was patched up and brought in ballast to England for repairs. When in Par she was chartered for the round, viz. Par to St. Valery-sur-Somme and St. Valery to Runcorn. The Merchant at St. Valery who held the return Charter was the one to whom the cargo was consigned, and he demands compensation from me for breach of Charter, and now I again receive a statement from him demanding 25*l.* 15*s.* on account of cargo thrown overboard. I was only paid freight on the quantity delivered, viz. 120 tons. Can he oblige me to pay these claims?—Yours, &c., SHIPOWNER.

Sutton, Nov. 6, 1876.

[We cannot answer the question without knowing the conditions of the Charter-party. So far as we can make out, the vessel was to return from France to Runcorn. If the Owner, on the repair of his ship at some Port in England not named, did not fulfil his contract, he might be sued for breach of agreement. Damage to the vessel did not release the parties to the contract from fulfilling their engagements. —(See letter "Repairs and Stranding" in *Shipping and Mercantile Gazette*, Nov. 4, and "Average on Damaged Cargo," Nov. 7, 1876, as to jettisoned cargo.)]

STRANDING ON BAR.

SIR,—A vessel drawing 19½ feet stranded on the bar of a Port where there were only 17 feet of water. Assuming that the Captain was aware of the depth of water, and trusted to being either dragged over by tugs, or by discharging cargo into lighters to get the vessel afloat, would this stranding cancel the warranty and admit a claim for Particular Average on wheat? A MERCHANT.

London, Jan. 28, 1876.

[Ships after entering the bar of the Mississippi remain frequently for days aground on the soft mud, and this would be known to Underwriters; but we should say that if a vessel drawing 19½ feet was wilfully run over a bar with only 17½ feet of water on it, or from ignorance, the stranding would not be taken out of the Policy, and there would be no claim whatever for Average. The stranding, if voluntarily made to save the ship, would give a claim for Average.]

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STRANDED VESSEL ASSISTED OFF.

SIR,—We boarded a ship on the strand which was abandoned by the Master and Crew, and set the pumps going a considerable time, when we sounded and found two feet six inches of water. We continued pumping, and at last got the pump to suck. We then sent topgallant yards down, and engaged a tub to stay by the ship to tow her off the strand as soon as there should be sufficient water. The ship had no boats. The Captain came on board 25 hours after, but brought no assistance, and ordered us off. We still continued on board, and assisted to get the ship off the strand and into safety. Have we not a legal claim for compensation? FISHERMEN.

Boston, April 18, 1876.

[Our Correspondents would be entitled to Salvage for their services, and application should be made to the Receiver of Wreck, under Section 468 of the Merchant Shipping Act, 1854, to detain the vessel until payment is made or process issued.]

SAILING BY SHARES AND STRANDING.

SIR,—My vessel sailed from Rye, with a cargo on ship's account, for this Port, and got on shore at Donna Nook. I wrote to the Owner, who replied, "Do your best for my interest." As Donna Nook is about 18 miles from Grimsby, I kept my crew on board to assist what labourers I could get, and, after 12 days' hard work, I succeeded in getting the vessel off. The crew wished to be discharged when the vessel first got on shore, but with a promise of extra pay they consented to remain. The Owner has paid the labourage bill, which I told the man who engaged them to send him, but he repudiates my claim for the assistance of the Crew; and as I work the vessel by shares, am I not entitled to both wages and provisions for the Crew until my arrival at the Port of destination, or only until the vessel is again got afloat? I agree to give my services free.—Yours, &c.,

Hull, April 17, 1877. SHIPMASTER.

[In our opinion the instructions of the Owner to the Master to labour and recover the ship, constituted the Master the servant of the Owner for this particular work, and, therefore, the Owner should pay for the wages and provisions of the Crew during the time spent in extricating the stranded vessel. The Master had not an insurable interest in the ship, but only on his share of the freight and the provisions on board.]

DAMAGED CARGO.

SIR,—A vessel, homeward-bound from the East, encountered bad weather, and having lost boats, cook-house, stanchions, rail, bulwarks, and everything movable off deck, and making a considerable quantity of water, bore up to an intermediate Port, and repaired. Surveys on the cargo were held, and a considerable quantity was sold for the benefit of whom it might concern, it being unfit to re-ship. Should I keep the proceeds of the sale until General Average is stated, or forward the same to the holder of the Bill of Lading, who is applying for the amount to be sent to him?

Sunderland, Jan. 13, 1876. INQUIRER.

[The moneys received on the sale of the damaged cargo belongs to the Bill of Lading holder, and should be given to him on the Master receiving a bond to pay Average when called upon.]

PORT OF REFUGE AND REPAIRS.

SIR,—In the case of a vessel putting into a Port of the United Kingdom damaged, will the cargo have to contribute its proportion to the repairs of the ship to enable her to proceed to her destination? Or, if the cargo is sent on by another vessel, will it make any difference?

Swansea, April 7, 1876. SUBSCRIBERS.

[If a vessel springs a leak at sea, or is in danger, and the Master runs for a Port of refuge in order to save the ship and cargo, the expenses of entering the Port fall on General Average. What is allowed in General Average is explained at pages 48 and 115, *Maritime Notes and Queries*, Vol. I., and pages 112 and 114, Vol. II. The repairs of the ship cannot be charged to General Average, and, therefore, the cargo could not be made to contribute to the expenses requisite to be incurred in making the ship seaworthy. If the cost of repairs is greater than the value of the ship when repaired, that would constitute a constructive total loss. If the goods are forwarded to their destination by another vessel in order to earn the full freight, they should be insured.]

GENERAL AVERAGE.

REPAIRS AND STRANDING.

SIR,—My ship, when loaded with timber, got ashore in a fog in the Baltic. By throwing the deckload overboard she floated off, and brought the cargo (less the deckload) to its Port of discharge. Several planks in the ship's bottom are very much chafed. Will the cost of repairing the same be General or Particular Average?—Yours, &c., S. S.

London, Nov. 2, 1876.

[Where repairs are not done at an intermediate Port, and for the safety of all interests, they are not allowed as General Average. When the cargo is in safety the subsequent expenses incurred fall on Particular Average. When, however, goods are thrown out of a stranded ship in order to lighten her, the loss is contributed for by General Average, and the loss of freight comes into the adjustment. The vessel having been stranded, the Underwriters on the ship would, if the vessel was insured, be liable for the repairs.]

STRANDED VESSEL AND DAMAGED GRAIN.

SIR,—My vessel sailed from a foreign Port, grain laden, for England, and when but a very short way on her voyage got ashore. Salvors were engaged, who discharged rather more than a fifth of her cargo dry; they then floated the vessel and took her to the nearest Port, where the remainder of the cargo was landed wet, and sold by a legally appointed Surveyor. The dry portion, which is lying where she was stranded, would have to be taken some distance to the nearest Port, where the vessel could reload, and she would not then be seaworthy to complete the voyage with such a small quantity, namely, less than a fourth of her cargo of light grain. Am I in this case compelled to bring the balance on, and how are the expenses of conveying it from where the disaster occurred to a safe loading place to be dealt with?

Shields, Feb. 4, 1876. SHIPOWNER.

[The ship not having been a total or constructive loss, it would be the duty of the Master to bring on all the cargo saved, or to forward it by another vessel. All expenses of re-shipping would fall to General Average.—(See letter "Failure of Voyage and Average," page 43, and "Transhipment of Cargo," page 114, *Maritime Notes and Queries*, Vol. I.) If the vessel is unsafe with only a fourth of her cargo, she should be ballasted to make her seaworthy.]

JETTISON OF CARGO.

SIR,—In November last I loaded in Bangor a cargo of slates for Leith. While on my passage a gale of wind came on, with a very heavy sea, which made my vessel labour very heavily, and caused the strap of the main sheet block to snap, and my foretopmast to go over the side. While securing my mainboom a heavy sea broke on board, which stove in my weather gangway, set my galley adrift, and flooded my decks. Under these circumstances, fearing my vessel would founder with the weight of water on deck, I thought it advisable "to save the ship, cargo, and our lives," to throw part of the cargo overboard, which I did to the amount of six tons. This considerably eased the vessel, and enabled me to get to my Port of destination in safety. Within twelve hours after my arrival I protested on the above terms. On going to receive my freight the Merchant stopped the freight on the six tons short delivered, but never said anything to me about making a claim for the value of the slates, so I considered the matter was settled. I now

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find my Owners have been summoned for the value of the slates thrown overboard. Under the circumstances stated, will they be compelled to pay, and, if so, what proportion of the loss incurred? I had to break into my fore bulkhead to get at the cargo.—Yours, &c., SHIPMASTER.

Douglas, Oct. 11, 1876.

[Where a jettison of cargo has taken place to avert a common danger to the ship and all interests concerned, the loss is treated as General Average. If, however, the peril necessitating the lightening of the ship by throwing the cargo overboard results from the unseaworthiness of the vessel, the Owner of the ship is liable to the Bill of Lading holder for the entire loss.—("Worms v. Storey," "Schloss v. Heriot," and the Norway.)]

LIGHTERAGE AND COOPERAGE.

SIR,—I arrived with my ship from the Uruguay River, loaded with tallow (in casks) and bones. Owing to want of water in the river the ship took the ground, remained and started, making water. For the safety of the ship and cargo, and not being able to procure other assistance, I found it necessary to throw overboard, to lighten the ship, a quantity of casks of tallow, which were taken on shore, but, after the vessel had cleared the banks, they were taken on board again and properly stowed; nevertheless some of the casks were unavoidably damaged. On whom is to fall the charge of cooperage here in order to deliver them in good order?

Liverpool, Feb. 2, 1876. P. DE ROSSI, Master.

[The ship having been stranded, and the cargo jettisoned or taken out to lighten her for the safety of the ship and cargo, all consequential expenses would fall on General Average. The Bill of Lading holder should be apprised of the facts, and his instructions taken.]

"BONDED PRICE."

SIR,—In a Policy of Marine Insurance on goods it is stipulated that, in the event of Particular Average, calculations shall be based on "bonded prices." What is here understood by "bonded price"? Is it the market value of the commodity less freight, landing charges, and duty? or the market value, deducting duty only? ASSURANCE.

London, June 13, 1876.

[The questions must be decided on their own particular merits in each case. If the owner of cargo escapes payment of the whole or part of the freight by the goods being abandoned or not conveyed to their destination, the "bonded price" would be the net market value, with such charges as may have been incurred, and not made out in the Particular Average adjustment. When freight and landing charges have been paid they increase the commercial value of the goods to that extent; and if the goods cannot be bonded without payment of those charges, they would be added to the bonded price by the incretion, and the "bonded price" would be the market price. Neither freight, duty, nor premium of insurance should be allowed to the bonded price, as that price covers all. Duty is not paid till the goods are taken out of bond.]

CUTTING AWAY MAST AND SAILS.

SIR,—A small schooner put in here, having been struck by a heavy squall, which carried away her foretopmast and jibboom. The sea was so heavy that the Crew could not get the spars on board, and this compelled them to cut all the gear and sails adrift to prevent them damaging the ship. Does the cargo contribute to the loss? The ship is loaded with flour.—Yours, &c., SHIPOWNER.

Dartmouth, Jan. 23, 1877.

[The Star of Erin encountered a heavy gale, and the Master cut away the mainmast, which fell aft, carrying away the mizenmast, and did other damage. The Master ordered the mainmast to be cut away, under the erroneous impression that it was sinking down into the cargo. On entering Vigo, it was found that the mast had settled down some four or five inches. A jury held that the Master had acted reasonably, that the mast was not a "gone" one, and that its loss was a sacrifice for the benefit of all, and, consequently, had to be contributed for in General Average.—("Corry v. Couthard," Exchequer, reported in *Shipping and Mercantile Gazette*, Dec. 16, 1876. Motion for a new trial dismissed.) The foretopmast and jibboom were "gone" before the voluntary sacrifice was made, and therefore the cargo could not be made to contribute.—(See letter "Cutting Adrift Sails and Gear," in *Maritime Notes and Queries*, Vol. III., page 133.)]

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CUTTING ADRIFT SAILS AND GEAR.

SIR,—A vessel of about 200 tons burthen, with fruit, on a voyage from the West Indies for London, was struck by a sudden very heavy squall, which carried away both lower topsail yards, when the wreck of the yards fell down among the rigging, and as the topsails were adrift and the masts were in danger of being carried away, as the wind was increasing to a hurricane, the Master, in order to save the masts, was obliged to cut away both the lower topsails and the foresail, which, with all their gear, were lost. A heavy sea smashed up the long-boat, and, as the wreck of the boat was washing about the deck and could not be secured, part of it had to be thrown overboard. The vessel received other damage, and when entering the Downs, for the general benefit, obtained the assistance of a tug, by which she was brought to her discharging dock. A statement was made up, and two-thirds of the cost of new sails to replace those lost was apportioned to General Average, as well as the greater part of the towage expense. 1st. The claim for the sails was resisted by Underwriters on the ground that their being cut away was merely that of wreckage. After the decision of "Johnson v. Chapman," are the Underwriters justified in refusing to admit the claim? 2nd. Should not compensation be made for the part of the boat hove overboard? 3rd. Would a vessel such as described require, in the ordinary course of things, any towage either below or above Gravesend. 4th. If so, what would be the cost of such towage?—Yours, &c., ASSURED.

July 10, 1876.

[1st. As the lower topsails and the foresail were voluntarily sacrificed by being cut away to avert danger to all the interests concerned, their loss should fall on General Average. 2nd. The loss of the long-boat should also be treated in General Average. Since the case of "Johnson v. Chapman," Common Pleas, July 10, 1866, it has been the practice of Adjusters to allow for the loss of boats voluntarily sacrificed, as also spare masts or spars, or other things on deck which may have broken adrift, and which, by rolling or washing about, created danger. 3rd. All damage done by cutting up ropes, spars, or sails to form jury rig, come into General Average; but we presume there was no necessity to destroy anything for the purpose, and that the ship came home under her own canvas. If she was not a wreck, but a manageable vessel, and in no immediate danger, the towage would not be allowed in General Average. 4th. As the cost of towage or the locomotion of ships cannot, in the ordinary course, be shifted from the Shipowner to the Underwriter, or charged to cargo, it does not affect the question.]

CUTTING THROUGH THE ICE.

SIR,—A vessel was loaded at St. Petersburg and waiting for water to cross the bar until Nov. 2, 1875, when, the frost setting in, she discharged 100 tons of seed cake into a lighter, and on the 4th, in tow of a steamtug, the lighter accompanying her, proceeded to Cronstadt through a large quantity of ice, by which the ship's bows and sides were chafed and

HARBOUR REGULATIONS.

nearly cut through. The towrope was broken and a kedge lost in trying to protect the vessel. She sailed on Nov. 9. Several vessels insured in the Clubs were detained at St. Petersburg at the same time, but their Masters, understanding that Underwriters would not make good damages incurred by forcing vessels through the ice to save wintering, did not attempt to cut through. These prudent Captains and Owners, although having to let their ships lie at St. Petersburg, are called upon to contribute to make good the reckless result of one of the Clubs' ships, which was damaged to the extent of 250*l*. As your Journal represents the Shipping Interest, will you give your opinion, so as to guide Shipmasters in such circumstances, whether Average Adjusters are entitled to charge Underwriters towage from Cronstadt to the sea, especially as it is in the Port of St. Petersburg, and the cargo was only completely loaded up there, and if the law of Average allows vessels to run such risks at a loading Port? A great source of unseaworthiness may arise, and human life sacrificed thereby, to save Shipowners' and Merchants' pockets, as the vessel was damaged in order to save ship and cargo from being frozen up. If Underwriters are liable to pay in order to make good those damages, should they not be General, as all interests benefited, and the Adjusted puts repairs to Particular Average against the ship, she being damaged to save detention of ship and cargo?—Yours, &c., WILLIAM M'CULLOCH, Shipmaster.

Inverkeithing, July 8, 1876.

[A ship was laden with a cargo of seed, and, when ready for sea, could only be got away by lightening, and with the services of a tug to make a channel for her and tow her through the ice. The Master did not contemplate meeting with damage, although certain losses were incurred. Manley Hopkins says:—"The cutting through ice, in ordinary circumstances, to enter or go out of harbour, was formerly classed as "Petty" Average, and the Shipowner and proprietor of cargo paid it between them, without reference to their Underwriters. But latterly there has been a tendency to look upon this expense as more nearly approaching extraordinary assistance; and, if attended by any accessory circumstances of danger, it has been allowed as General Average." We are of opinion that a reckless attempt to force a vessel through ice, at the peril of the ship and the lives of the Crew, would not be justifiable, and might not be treated as Average; but in the regular course of a voyage any loss incurred in extricating a ship from an ice forming or ice-bound Port in order to prosecute her voyage should be contributed for by the interests represented, and who are advantaged by the acceleration of the voyage.]

HARBOUR REGULATIONS.

ANCHORAGE OBSTRUCTION.

SIR,—I arrived at a Port in Ireland with my vessel from the Mediterranean, and received orders to proceed to Liverpool to discharge. Having engaged a tug steamer to tow my vessel to sea, I sent on board instructions to my Chief Officer to get all ready, but on going on board I found that, after keeping the tug in attendance, at a heavy cost, for some hours, endeavouring to get up the anchors, one was entangled in a bunch of anchors which were lost from time to time by other vessels, and which prevented our being able to lift it. We were obliged, in consequence, to slip the anchor and 15 fathoms of chain. I wish to know if the Harbour Authorities at the Port in question are not liable for the loss I sustained through the mooring ground not being clear of those obstructions; and are they not compelled to keep the anchorage ground free from all obstructions? A SHIPMASTER.

Liverpool, April 11, 1876.

[It is the duty of Harbour Authorities who exact dues on Shipping to keep the anchorage clear for vessels; and if any damage or loss occurs through the neglect of the Authorities they would be liable to the Shipowners for the same.]

ILLNESS.

HOSPITAL EXPENSES.

SIR,—Through attending on a Sailor who was suffering from yellow fever, I unfortunately caught the disease myself, and had to be placed in the hospital at New Orleans, where I remained 26 days, and to my surprise, when paid off at the Consul's, the sum of $26 for hospital expenses was deducted from my wages, I during that time being still on the ship's articles. Was the Consul right in deducting the said amount from my wages, or can I recover the same from the Owner of the vessel?—Yours, &c., ENQUIRER.

Aug. 25, 1876.

[The hospital certificate states that our Correspondent was suffering from an abscess affecting the lower jaw, and another in the guttural region, both following yellow fever, which he had contracted during the voyage. If, therefore, he was landed and did not return to his duty, the expense of his removal and providing the necessary advice, with attendance and medicines, and his subsistence, could be legally deducted from the wages.—(Paragraph 2, Section 228, Merchant Shipping Act, 1854.)]

SICK FOREIGNER AND UNION HOSPITAL.

SIR,—I shipped a man at St. Lucia, and on the passage home he became sick. On my arrivial for orders I was obliged to send him to the Union hospital. The man signed his release from the ship, and his balance of wages, which is very small, will be handed over to the parish authorities. Have they any more claim on the ship for his maintenance so long as he remains in the Union? He is a native of Hamburg.—Yours, &c., T. C.

Salcombe, April 24, 1877.

[Unless the Master of the ship engaged to pay the hospital expenses on behalf of the man, the Shipowner would not be liable, and the Poor Law Authorities would have to provide for the distressed foreign subject till he was placed in the hands of his own Consul.]

BURIAL OF A SEAMAN.

SIR,—On returning from the bowsprit, after loosing the jibs, on leaving the harbour on a coasting voyage, a Seaman fell overboard and was drowned. The Captain of the ship requested a friend to get deceased decently interred, which he did. Who is liable for expenses—the Owner of the ship or the parish where deceased was picked up?—Yours, &c.,

Rye, Sept. 2, 1876. ENQUIRER.

[The Master who gave the order for the interment is liable for the expenses.]

HOSPITAL EXPENSES AND PASSAGE HOME.

SIR,—A Seaman signed articles to go a voyage to New Orleans &c., at 3*l*. 10*s*. per month. On the 8th of February he was seized with pneumonia, brought on by intemperance and exposure, and I have a doctor's certificate stating the same. A doctor was attending the ship, but the Seaman was dissatisfied with his treatment and wished to be taken to the hospital, and the doctor then recommended that to be done. He remained there 36 days, the cost of said infirmary being $1 a day. I received a certificate from the doctor of the infirmary stating he was not fit then to do Seaman's duty; but he gave the Seaman a certificate that he might go to England as a passenger, whereupon the British Consul told me he would have to go home in the ship, this being on March 30. 1st. Is he entitled to his wages for the whole voyage? 2nd. Has the ship or the Seaman to pay the hospital expenses and for extra medicines, such as cod-liver oil &c., which I had to get expressly for him? I may state that he is in a sick fund, out of which he will receive 14*f*. to 16*f*. per week all the time he has been unwell. The Consul told him he would have to pay his own hospital expenses &c., but he refused. M. W., Shipmaster.

New Orleans, April 4, 1876.

[1st. As the Seaman returned to the ship and came home in the vessel he would be entitled to his wages for the voyage.

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2nd. No hurt or injury having been received in the service of the ship, and the man not having been removed for the convenience of the ship, the hospital expenses may be deducted from his wages.]

SICK SEAMEN AND HOSPITAL CHARGES.

SIR,—I engaged with a Crew at a Port in the North for a voyage up the Mediterranean and elsewhere, and upon my first day at sea I found two men quite useless and almost powerless through a bodily weakness, although they had every appearance of good health when entered. A few days after another could not walk, as he was suffering from scurvy in his legs. Now, sir, here were three out of 12 for a winter passage, but fortunately I have a light ship. On arrival at the Port, where we remained for seven weeks, the three individuals stayed in the hospital the most part of that time, and a day before leaving they came on board cured. I found, however, when we were at sea a day or two they were just the same, and up to the present time are not much better. 1st. Am I bound to pay both their hospital expenses and wages? 2nd. Can I stop their wages during their stay in hospital and make them pay for hospital expenses out of wages they have earned, although they have not been any use to the ship during the voyage? Surely, sir, it is a very hard case to carry sick men about so, and to cause the ship such expense as 24*l.* 16*s.* 11½*d.*—Yours, &c.,

Shields, March 20, 1877. SHIPMASTER.

[1st. The wages must be paid, but the hospital expenses may be deducted therefrom if the men were not removed for the convenience of the ship or for the purpose of preventing infection. 2nd. Their pay while in the hospital cannot be stopped, they having rejoined the ship.]

HURT IN THE SERVICE OF THE SHIP.

SIR,—Are the Owners of a steamer liable for the passage of a Seaman from Bombay home, he having got his leg broken on board whilst attending to his duty, but was left in the hospital at Bombay, and his wages paid, and the man legally discharged? SHIPOWNERS.

Glasgow, March 16, 1876.

[The Court of Session, Edinburgh, held that when a man was cured after receiving an injury in the service of the ship, and was left abroad, he should be sent home at the Government expense.—(See *Shipping and Mercantile Gazette*, Feb. 12, 1874; or page 47, *Maritime Notes and Queries*, Vol. II.)]

MEDICAL ATTENDANCE IN COASTING TRADE.

SIR,—Is a Shipowner responsible for medical attendance to Mates or men of a vessel in the Coasting Trade?—Yours, &c., JOHN POPHAM.

Appledore, July 26, 1876.

[Attendance on board a ship would be paid for by the Shipowner and on shore by the Seamen.]

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DECK CARGO AND UNSEAWORTHINESS.

The question of the comparative seaworthiness of a ship, said Chief Justice ERLE, rests with the place, the voyage, the class of ship, or even the nature of the cargo; and the learned Judge told the Jury, in "FOLEY *v.* TABOR," "that a ship will be unseaworthy "if the risk is materially increased by reason of diffi- "culty in navigating the ship, caused by overloading "or by bad stowage of the cargo." A ship may be seaworthy at the commencement of a voyage with reference to her own safety, but not so as to the safety of the cargo. Goods may be stowed on deck which can be thrown overboard when a vessel is imperilled, and in such a case the ship is saved, but the cargo is lost. By the custom of certain trades, goods are carried on deck, and, unless there is a special agreement, the jettison of them is a loss that has to be made good by the Shipowner. When cargo is carried on deck at the risk of the Shipowner, he has an insurable interest in it, and ought, therefore, to protect himself by a Policy against jettison. There is another question, however, appertaining to deck cargo, in regard to a warranty of seaworthiness, implied in a Policy of Marine Insurance. There are goods that may be easily got rid of in bad weather, and danger is not created by carrying them, and these, it has been contended, do not take the warranty of seaworthiness out of the Policy. This appears to have been a mistaken notion. In the case of the *Murillo* (8), "DANIELS *v.* HARRIS," Common Pleas, on appeal, November 2, 1874, the Court were called upon to pronounce an opinion as to whether wine in casks, if stowed on deck, endangered the ship when at sea. The action was brought on a Policy to recover for a total loss of wine by jettison "at and from Lucar, on wine in casks or under deck." When the ship's hold had been filled with other cargo, the wine which gave rise to this action was placed on the upper deck, and had to be run out of the casks for the safety of the vessel. The Underwriters pleaded that the ship at the commencement of the voyage was not seaworthy, inasmuch as she had casks on deck which could not be conveyed with safety to the steamer. To this it was said that liquids could be more easily got rid of than solids, and, by the staving of the casks, the wine would flow out and pass through the scuppers. At the trial before Mr. Justice BRETT, at Guildhall, the Jury were directed to consider whether the weight was not an encumbrance; how long it might possibly take a ship's Carpenter and his men to stave the casks; and as to what would be the effect on the ship of letting the wine run out. The Jury came to the conclusion that the wine could have been started in the Bay of Biscay, and that the casks did not practically, when the rough weather set in, endanger the safety of the ship. This verdict was appealed against, and the Court, in ordering a new trial, were of opinion that the extent and effect of the warranty, in a Policy on cargo, that the ship was seaworthy, could never be implied to be so great as to be considered by Underwriters to contemplate the destruction, in order to save the ship, of that very cargo which was the subject matter of insurance. Such a proposition, said the Court, made the contract, as a business transaction, insensible, for the extra premium invariably paid in respect of a deck cargo applied to the extra danger to it in case of weather more rough than the ordinary weather of the voyage insured. The direction to the Jury, the Court held, was wrong as applied to the Policy in dispute. It was right in saying that the question was not whether the cargo would be safe on an ordinary voyage, but whether the ship, including the cargo, would be safe; but it was wrong in leading or leaving the Jury to understand that if the ship could only be made safe for, or in, an ordinary voyage by the destruction of the insured cargo, they might nevertheless say that the ship was seaworthy. As a matter of course, this doctrine of a ship being unseaworthy if the cargo on deck has to be sacrificed to save her, must be taken as applying to a steamer crossing the Bay of Biscay in winter, but cannot attach to lake, river, or short coasting voyages, where the same ordinary perils are not supposed to exist. The Act of 1876, instead of leaving the

question of deckloads to the insurers and insured, has given a quasi legal sanction to deckloading of timber in the summer, and to the piling of three feet of deals, boards, or battens on deck during the winter. The Statute does not, we are bound to say, declare that ships are safe with timber on deck at one season, and deals stowed—as they are now—wedged endways, at another; but there is a sort of Parliamentary sanction given to such loading. In the event of the deals, battens, or boards being jettisoned in the winter in consequence of their encumbering the decks, or causing vessels to strain and leak, it is evident that, when permission is not given in a Policy to carry such goods on deck, it may be pleaded that if the wood has to be thrown overboard to save the ship, the claims under Policies will be defeated unless the cargo is insured—"in and over all." It will be curious, however, to learn what the Judges may have to say as to the implied warranty of seaworthiness given by the Merchant Shipping Act of 1876 to the stowage of deck cargo. It may be presumed that the Legislature deemed the carrying of timber or wood on deck to be a safe method, and one in which a ship would be in no way endangered thereby. Perhaps it may be possible to reconcile the dicta of the Judges in "DANIELS *v.* HARRIS," herein referred to, by holding that a ship is unsafe if she has to jettison timber, as distinguished from light wood, in winter; but that there is no breach of the implied warranty of seaworthiness in loading deals, battens, and boards on deck during the close time. The judicial opinion, that a ship must necessarily be unsafe if the cargo has to be sacrificed to prevent a loss of the vessel, is the greatest blow ever inflicted on deckloading, so far as insurances are concerned. It will not be sufficient to insure the deck cargo if it can be proved that a ship was unseaworthy. The Judicial Committee of the Privy Council, in the case of the *West* (8), held that if a ship on sailing was unseaworthy from defective equipment, even though the default was remedied before the loss, the Policy would be voided. All Policies imply seaworthiness at and before sailing, and therefore, if a ship has a cargo on deck which must be jettisoned in a gale on an ordinary voyage, she is unseaworthy at sailing, and the Policy does not attach. These facts have to be found out by costly litigation; but when a Court lays down a rule of law, it is as well, until that rule is pronounced untenable by a higher tribunal, that those who are likely to be affected should understand it, in the event of their making claims on Underwriters and being met by the plea of unseaworthiness. A jury of Nautical men would, we feel certain, find, in such a case as that of the *Murillo*, a verdict in accordance with that originally given. It would not take many minutes, with a crowbar or a heavy hammer, to start liquids from casks; and if the latter did not, when empty, prevent the work of the vessel being done, the ship's safety would not be jeopardised. Deckloading has received a fair share of public attention as regards security to life, but the significance of the ship being declared unseaworthy if cargo carried aboveboard has to be sacrificed is a new element in the controversy.—*October* 12, 1876.

STAMP DUTIES ON INSURANCE.

The Stamp Act and the Common Law of Insurance have been shown by several long litigated cases

to be at variance with each other. Disputes between Insurers and Insured have lately turned too much upon legal quibbles instead of being determined on their merits. The initialled "Slip" question has warded off a few claims, simply because the "Slip" or memorandum filled in previous to the issue of the Policy had not been stamped. In the language of Lord COLERIDGE, a "Slip" is "a contract binding in "honour, and which ought not to be repudiated or "violated, but which could not be enforced at Law "or Equity." The Policies of Mutual Marine Insurance Clubs have been held to be void from the fact that the Stamp Law requires the names of all the Underwriters to be at the bottom. On the 16th of January, in the Court of Queen's Bench, in "SASSOONS *v.* HARRIS," the claim of the plaintiffs for a sum of 14,000*l.* was decided in favour of the defendant in consequence of, as Mr. Justice LUSH remarked, a deficiency of 4*s.* in the Stamp Duty, arising entirely through mistake. The Underwriter, however, subsequently agreed to pay the amount claimed, and thus the affair ended in an honourable manner. The plea of non-sufficiency of Stamp Duty was, nevertheless, urged; and, on an intimation from the Court that the defendant should not object to return the premium, the counsel for the Underwriter intimated that they by no means consented to it. Mr. Justice BLACKBURN said:—"The Legislature gave those who "were disposed to be dishonest the opportunity of "being so, and thus became morally guilty and re"sponsible—like accessories before the fact—for all "the dishonesty thus perpetrated * * * In 1789 an "eminent Judge (Mr. Justice BULLER) said he knew "the time when no Underwriter would allow his "attorney to take such an objection. Then, however, "one Underwriter was found capable of doing so, "and now, unfortunately, there were a great many "of them." These were strong observations to be made by a Judge in an open Court, and therefore, as the Stamp Act can be pleaded to set aside any contract of insurance if the instrument is not stamped in accordance with the Statute, it is necessary, both in the interest of the Underwriters and the Insured, that attention should be paid to its requirements. In "SASSOONS *v.* HARRIS," the custom of taking out Policies for fixed amounts, and then filling in the separate interests, is quite common in practice. The duty in respect of every sum of 100*l.* is 3*d.*, and a like duty for every fractional part of 100*l.*, on a Voyage Policy; and with respect to a Time Policy, the duty is the same for less than six months, but is double for any period exceeding six months and not exceeding twelve months. It is easy to understand, therefore, how a Merchant may render a policy void without any intention on his part of defrauding the Revenue. If he takes out a Policy for, say, 1,000*l.*, he is entitled, so far as the half-crown Stamp Duty is concerned, to fill in separate consignments to that amount. We will here show how a Policy may be rendered illegal by the following proportionment of values:—

	Value. £	Duty. s. d.	Value. £	Duty. s. d.
Consignments to A	100	0 3	106	0 6
" " B	300	0 9	150	0 6
" " C	400	1 0	540	1 6
" " D	200	0 6	204	0 9
	£1,000	2 6	£1,000	3 3

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As between the Stamp Act and the Merchant, in both cases he has shipped under the Policy up to the value of the duty; but in one case the duty is only 2*s.* 6*d.* while in the other it is 3*s.* 3*d.*, from the separate consignments being a fraction over 100*l.* in each instance. In the one case the Policy could not be disputed, but in the other the separate and distinct interests of two or more persons are insured by one Policy, and every fractional part of the 100*l.* must be covered by the additional threepenny duty. This is a state of things that should not be suffered to exist. There are Policies that partake of both time and of voyages. These are what are called mixed Policies. In the Exchequer-Division, on January 19, a special case, "STONE *v.* The Ocean Marine Insurance Company (Limited) of Gothenberg," was stated for the opinion of the Judges. A ship was insured under a Time Policy for twelve months with a warranty "not to sail for America." It was desired to send the ship from Liverpool to Philadelphia, and the Underwriters agreed to allow the vessel to be sent to the latter Port, and thence to the United Kingdom. It then transpired that the ship would have to go to Baltimore, and the Policy was endorsed—"It is hereby agreed to allow the vessel to go Baltimore." The vessel reached that place, took in a cargo of grain, and sailed for Antwerp. This of course was in direct opposition to the agreement; but the Underwriters were once more applied to, and the Policy was again endorsed to the effect that, in consideration of an extra premium of 7*s.* 6*d.*, the vessel might go to Antwerp. On reaching Antwerp the market had fallen, and the Master of the ship was telegraphed to sail for Leith. The vessel left, but was wrecked two days after sailing. The ship had never reached her destination at Antwerp and ended her voyage, for just as the Captain was removing his vessel from the outer dock to the inner basin, where a grain ship would have to unload, she was ordered away, and therefore deviated. The Court held that Antwerp had been substituted for a Port in the United Kingdom, and that, as she was not lost in going to Antwerp but in coming from it, the Policy was void, and the premium not returnable. We cite this case in illustration of the Stamp Law. We should state, however, in justice to the defendant Underwriters, that they declined to have the cause tried on such an extraneous issue. The Policy nevertheless was void in Law and Equity, and could not have been pleaded if the Stamp Act had been referred to. Baron AMPHLETT, notwithstanding the disinclination of the Underwriters to raise the question, remarked that the substitution of the words made the original Time Policy a Voyage one, and, this being so, it required a stamp for time, and stamps for the voyages. We fear that nearly every Policy entered into might be contested on the insufficiency of stamping. A Policy must be stamped for time and voyage if, as in the case of "GAMBLE *v.* The Ocean Marine Insurance Company of Bombay," the Policy is to hold good for both. All ordinary Policies make it a condition that the liabilities of the Underwriter run on till a ship has been in good safety for twenty-four hours. No one ever thinks of having a Policy stamped for time, an impression generally prevailing that the twenty-four hours is part of the voyage; but if a ship were in safety immediately after arrival, and met with a disaster before the twenty-four hours had expired, the letter of the law might be urged to prove that the Policy required the additional stamp for time. It has been the custom of Underwriters, according to the earliest records extant, to allow a certain time to secure a ship in full safety on reaching the end of the voyage, but usage will not set aside a Statute. Where no exception was taken to the stamp on the Policy, the Courts would hold Underwriters liable to the end of twenty-four hours; but here again the Act of Parliament is in opposition to the practice of Insurers, and to the decisions of cases on their merits. —*February* 3, 1876.

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OVER-INSURANCE.

Mr. C. W. MERRIFIELD was a member of the Royal Commission on Unseaworthy Ships, and has recently appeared in print as an advocate for the abolition of "over-insurance." He winds up a letter to a contemporary by asserting that the question should be relegated to the basis mentioned in the Report of the Commission, namely—"to restore Marine Insurance "to what is its true character and only legitimate "object, namely, a contract of indemnity which "should protect the Assured from losses occasioned "by events over which he has no control;" but he omits all mention of what preceded or followed this extract. The Commissioners reported that it was difficult to interfere in the complex arrangements which have grown up with the growth of Trade, without the risk of incurring some new danger while endeavouring to promote safety at sea; and it appeared to the Commissioners that it would be unjust and unwise to interfere with the contract between the Assured and the Underwriter, unless our whole system of Marine Insurance was to be revised and amended. The Commission received evidence relative to unseaworthy ships, but the designers of a large number of ships that were lost between 1861 and 1874 from imperfect construction or faulty design, were not called to be examined as to improper lengths and depths to breadths, or deficient scantling. It is now the order of the day to attribute the drowning of Seamen to over-valuation in Policies and to no other cause, although the greatest losses of life have taken place in uninsured or only partially insured ships. Legislation, it is said, may, in 1876, carry into force the principle enunciated by the Royal Commissioners, that "the Shipowner should not be "enabled to recover his insurance, whether under a "time or voyage Policy, when it could be shown "that he or his Agent had not done everything "reasonably within their power to make and main-"tain the ship in a seaworthy condition, and that "unseaworthiness occasioned the loss." Those who have read the articles in this Journal during the past few months, on the law as applied by the Superior Courts in cases of alleged unseaworthiness, will understand that such a proposal as that made by the Commissioners is superfluous. Unseaworthiness avoids a Policy and relieves the Underwriter from liability to pay under the same whenever the plea of unseaworthiness can be established. We made this clear enough in an article on the subject in these columns on the 27th of last month, in commenting upon and explaining the judgment of the Court of Appeal in "DUDGEON *v.* PEMBROKE." A Shipowner cannot, by common law, recover his insurance,

whether under a time or voyage Policy, if it can be shown that he or his Agent has not done everything reasonably within their power to maintain the vessel insured in a seaworthy condition. An owner is also liable to be punished as a misdemeanant for sending an unseaworthy ship to sea; and, in addition to all other penalties, there is an implied warranty towards the Crew, at the time of sailing and during the voyage, that the vessel shall be kept in a seaworthy condition.—(See Section 9, Merchant Shipping Act, 1875.) It is not open, therefore, to an Owner to contract himself out of his liabilities in the event of unseaworthiness being proved. If a ship is unseaworthy from inherent weakness of hull, or defect in construction, or neglect of repair, the insurance is not recoverable. The indemnity is against perils and losses of the sea, and not against unseaworthiness of the ship, her equipment, or the insufficiency of her Crew. No declaratory Statute is needed to enact that unseaworthiness shall render a Policy void in law or equity, or that it shall not be pleaded. The Courts must be left, as heretofore, to decide whether unseaworthiness has or has not contributed to the loss of a ship. Amid all the talk about over-insurance, no one seems prepared to bring forward cases of proved fraud. Twelve witnesses tendered their opinions on Insurance to the Royal Commissioners, but none of them was in a position to cite facts to support the principles they held. Mr. BUTT, Q.C., thought there should be a warranty of seaworthiness under a time as well as under a voyage Policy, and, in the event of a ship being at sea when insured, the warranty might attach when she leaves the first Port afterwards, where she could be made seaworthy. Mr. CLOUSTON, an Underwriter at Glasgow, told the Commissioners he objected to over-valuation as giving an Owner an interest in the loss of his ship; and, in his opinion, the value of *bonâ fide* interest only should be declared, whereas limiting the amount below that would stop enterprise. Mr. CLOUSTON, as a Broker for forty Underwriters, thought, from his experience, it would be unsound policy to interfere with all for the sake of a few unscrupulous Owners. Mr. HOLLAMS considered that the present law causes both loss of life and property, and, in his belief, no one should be entitled to recover more than an indemnity:—"Just as a house is valued by its rent, a ship should be valued by its freight." How a ship could be valued by the freight earned we should like Mr. HOLLAMS to explain. A ship, he said, should be taken at her fair value to the Owner, not her market value; and, even under a valued Policy, the actual loss only should be paid, and to effect this a clause should be inserted referring disputes, as in fire policies, to arbitration or Average Adjusters. In the event of a ship being largely over-insured, and lost under a suspicion of being fraudulently cast away or unseaworthy, we should say that the over-valuation would influence a Court in their decision on a disputed Policy. Mr. HOLLAMS is a solicitor consulted in shipping affairs, and he thinks that all that is needed to protect the lives of Seamen and prevent frauds upon Underwriters is the enactment of a clause in an Act of Parliament to the following effect:—"Notwithstanding any agreement "or valuation to the contrary, the Assured shall not "be entitled to recover more than the amount of his "loss." If this loss is to be estimated by adding the

premium to the value of the ship, and also the interest on payments during construction, compensation for the time lost in outfitting, the loss of permanent employment, and the loss of what might be called the "good-will" of a business, it is possible the Underwriters would make a dead letter of the Statute, except in the case of fraud or concealment, in which last-mentioned instances there would be no necessity to plead the Statute. Mr. DANSON, in his evidence before the Commissioners, pointed out that a lawyer's knowledge of Marine losses was necessarily based only on the few cases litigated. He considered over-insurance and designed loss very rare. In a half-dozen suspicious cases he was convinced, on inquiry, that ignorance or neglect, not fraud, was the cause of unseaworthiness. It was his opinion that power to open valued Policies would be inoperative, and that it did not pay a Shipowner to insure at high premiums, for it was unlikely an Owner would pay thirty-five times to gain the over-insurance once. As to fighting Policies in a Court of Law, their case, he said, must be a strong one, for juries nearly always opposed the Underwriters. If it be so, what relief to Underwriters would be an Act directed against over-valuation? Mr. RILEY, one of the Managers of the London Mutual Marine Clubs, insuring 1,300 ships, to the extent of 1,600,000*l.*, said he had resisted payments under Policies about three or four times in twenty-five years. In Clubs, however, there are no over-valuations, and the facts mentioned by Mr. RILEY go far to upset the scandalous charges made against Shipowners as a class. Mr. ELLIS, a gentleman of vast experience, who had been fifty years the Underwriter for the Indemnity Company, said:—"The competition of Underwriters "leads to improper risks being accepted. No modifi-"cation of the law would affect this; and Mr. "PLIMSOLL'S statement that Underwriters at Lloyd's "cannot combine to resist fraud is inaccurate." All those engaged in Shipping or Underwriting pursuits who were examined before the Royal Commission were of opinion that any alteration of the law of Insurance would not be likely to increase the safety of ships. It may be observed that the witnesses who had never superintended the fitting out or the sailing of a ship, or had been practically acquainted with insurance, were in favour of legislating against over-valuation; whereas men of business and experience were all of a different opinion.—*January* 19, 1876.

ADVANCE ON FREIGHT.

The House of Lords, on the 30th of March, gave judgment in a case involving the several liabilities of Charterers, Shipowners, and Underwriters on payment of freight on delivery and deduction for cash advanced. The cause to which we refer had been pending a considerable time. Our opinion was solicited, in 1869, on the merits of the case as represented to us, and we now find that, on final appeal, the House of Lords has confirmed the view we took of the matter. We allude to the action of the *Merchant Prince*, "ALLISON *v.* The Bristol Marine Insurance Company," reported in our issue of the 31st ult. It is customary, in the chartering of ships, for the hirer of the vessel to pay one-half of the freight on or before sailing, and the other half on the delivery of the cargo at its destination. The *Merchant Prince* was chartered to load a

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cargo of coals at Greenock for Bombay, and it was stipulated that the freight was to be paid on unloading after the rate of 42s. per ton on the quantity delivered. One-half the freight was to be paid on shipment of the coal, but the Owner of the vessel had to allow the Charterer four months' interest on that sum at the Bank rate, and pay for the insurance of the amount so advanced. In August 1867 the *Merchant Prince* struck on a reef near Bombay, and became a total wreck. A moiety of the cargo, however, was saved and delivered to the Charterer's Agents at Bombay. The Master of the ship made no demand for freight on the half of the cargo thus safely landed. The Shipowner considered that he had no right to claim freight on the coal delivered, and he therefore elected to fall back upon the Policy he had taken out for 2,000*l.* on the freight at his risk. The Charterer of the ship was protected by his Policy on the half freight advanced, the other moiety, as we have stated, being covered by the insurance effected by the Shipowner. The question, therefore, practically resolved itself into who was to bear the loss of half the freight. It was said, in the first instance, as then represented to us, that the Charterer should be entitled to recover under the Policy for the half freight advanced, but that he ought to have paid the two guineas per ton, as agreed upon under the Charter-party, on all the cargo delivered. Next, it was contended that the Underwriters under each Policy should pay one-half the loss. This distribution of the liability was objected to, and the Shipowner insisted upon being paid his full claim under the Policy he himself had taken out for the half freight. This was resisted by the Insurance Company on the ground that the prepayment of half the freight reduced the rate from two guineas to one guinea per ton. The Court of Common Pleas, consisting of Lord Chief Justice BOVILL and Justices BRETT and GROVE, decided in favour of Mr. ALLISON, holding that the advance was a cash payment in respect of what might be earned; and as half the goods had been lost, all that was actually earned had been paid in advance, and therefore the plaintiff had no further claim against the Charterer. As to whether the plaintiff had, in reality, insured what he had lost, it was obvious, said their Lordships, that the plaintiff's interest in the first half freight could not be the subject of sea risk, and that his intention was only to insure what was exposed to peril. There was a total loss, said the Court, of the subject matter of insurance, for which the defendants were liable. The Underwriting Company appealed from this judgment; and on the 18th of June 1874, the Court of Error, having taken time to consider the case, delivered a decision against the Shipowner. The most reasonable construction of the Charter-party, said Baron AMPHLETT, was to hold that for all purposes the prepayment should be taken as made in respect of the whole cargo, and, consequently, in the event which had happened, distributable between the part lost and the part saved. The Lord Chief Justice coincided with the judgment of Baron AMPHLETT, but argued that if the freight in advance could not be recovered from the Shipowner, it presupposed the delivery of the entire cargo, and a payment in respect of it was therefore distributable over the entire cargo, and for this reason it was not competent for the Owner of the cargo to appropriate the whole amount prepaid to the portion of the cargo delivered, but that he should only have the benefit of it *pro rata*. Mr. Justice MELLOR took the Underwriters' view of the case, and considered that the loss was a partial and not a total one. Baron CLEASBY and Baron POLLOCK dissented; and as the majority of the Judges were in favour of the Underwriters, the judgment of the Court was pronounced against the Shipowner. After some further litigation, the House of Lords have settled the case by confirming the judgment of the Common Pleas, and reversing that of the Court of Exchequer. The cause was heard by the Lord Chancellor, Lord CHELMSFORD, Lord HATHERLEY, Lord PENZANCE, Lord O'HAGAN, and Lord SELBORNE, and their Lordships were unanimous in their finding that the sum paid was in respect of half the total freight, and not on half the freight upon each ton. This judgment cannot be further impeached, and therefore a rule of law has now been established which will form a precedent in future in the settlement of all other similar contracts of affreightment. These protracted lawsuits must prove exceedingly costly to those who have to bear the charges, and perhaps in the above case the winner has not gained anything in a pecuniary sense by his success. There was much room for doubt; and sundry interpretations might have been put on the meaning of the terms in the Charter-party which were cited to determine the point at issue. We considered that the cargo could not be divided into halves, and therefore the Policies must stand as a whole. On ultimate decision by the Supreme Court of Appeal this construction has been upheld.—*April* 11, 1876.

DOUBLE POLICY.

In our impression of April 27 we gave a report of the case of the "North British and Mercantile Insurance Company *v.* The Liverpool and London and Globe Insurance Company," which involved Overlapping or Double Policies. It may be remembered that several actions were heard on appeal in the High Court of Justice, last year, relating to the liabilities of insurers on separate Policies for Marine risks, or the destruction by fire, while on shore, of goods sent for shipment, and in possession of the Agents of a Shipowner. An unusual number of cases demanding the opinion of the Courts of Law turned upon the legal construction of the wording or the operation of clauses in Underwriting agreements. In the cause to which we now refer, it appears that Messrs. BARNETT and Co. had seeds belonging to several Merchants stored in their granaries, and for their own protection, they, being by the custom of London responsible for the safe keeping of the grain entrusted to them, effected what is known as "Wharfinger's Policies" to cover the value of the same from loss by fire or water. The granaries were destroyed by a conflagration, and grain to the value of 127,459*l.* happening, at the time, to be deposited therein, the Wharfingers were liable to their clients for the amounts of their separate interests, they themselves being covered to the extent of 151,000*l.* Messrs. RODACANACHI and Co., according to their custom and the usage of other Merchants in the grain trade, took out policies in their own name upon the grain warehoused at the granaries, with the object of securing themselves against loss, in the event of the Wharfingers being unable to indemnify them to the full value of their liabilities in the event

of the warehouses being totally destroyed. After the fire, the Merchants claimed 41,980*l.* from the Wharfingers, and the latter fell back upon their Policies. The several Insurance Companies, by a private arrangement between them, contributed towards a common fund to settle the payment of all losses on the "independent liability principle," without prejudice to the final adjustment; and after two years of fruitless attempts to apportion the amounts to be charged on each Policy, the Chancery Court has had to decide the case. One Insurance Company, as plaintiff, sued seven other Insurance Companies as defendants; but the only real point was which Policy attached. "The question was," said the Master of the Rolls, "whether the Merchants' Policies were "liable to contribute towards payment of a loss "which was more than covered by the Wharfingers' "Policies?" It appeared to his Lordship that, on principle as well as authority, the Merchants' Policies were not liable, according to the rule of law that a contract of insurance is a contract of indemnity, and therefore the Wharfingers' Policies were alone liable. This judgment is opposed to former decisions wherein "Double Policies" formed the cause of dispute. It has been held that where Policies overlap each other, or more than one Policy has been taken out on the same ship or goods, the first Policy presented governs the case in the determination of value and each insurer contributes *pro rata* under the claim. In this case there were separate insurances for the same grain, and it thus became a question whetner the Insurers who indemnified the Wharfingers against loss could not come upon the Insurers who had agreed to indemnify the Merchant. The Assured could not recover more than the value of his losses, but as he had paid a premium to insure his property, he was entitled to claim under the Policy issued to him. There was no contract on his part that, in the event of the Wharfingers not being enabled to pay him, the Companies with whom he insured were to make good his loss. The Master of the Rolls, however, treated the question on the facts placed before him. From the Merchants' representations they only insured to lessen their liabilities, should it turn out eventually that the Wharfingers could not indemnify them. In the sequel it was proved that the Wharfingers were fully insured and could settle all claims in full. According to this interpretation of the agreements entered into by the parties, the Court took an equitable view of the case, by holding that the Merchant had secured all he had bargained for, and this being so, those who represented him as insurers had no claim under the Policies as against the insurers who had agreed to indemnify the Wharfingers. If the premiums are returned, this may, possibly, be a just disposal of conflicting claims; but in the insurance world it is looked upon as an unsatisfactory settlement, and not in accordance with supposed laws and usages governing the relative contributions in such cases. Although the Master of the Rolls saw his way to give judgment without calling for the reply of counsel, we cannot venture to affirm that the law has been finally established. Had the Merchants insured in express terms against the possible failure of the Wharfingers to meet their liabilities, the judgment, on a true construction of the document, and on the merits of the case, would be unimpeachable;

but, as no such stipulation was entered in the Policies, the instrument itself ought to have received a literal interpretation. The Master of the Rolls, however, looked beyond the written agreement, and satisfied himself as to what were the intentions of the parties. The Merchants insured certain goods which were burnt by fire, and the Warehousemen were answerable to them. The law does not recognise double indemnity, but there is a rule as to the settlements on Double Policies. This question of double insurance has a deep interest for Shipowners, for where a ship is insured for an outward voyage, and for twenty-four hours after arrival, or for thirty days, as the case may be, and a homeward Policy is taken out "at and from," there is necessarily a double insurance, and the value of a ship may be sacrificed in lawsuits to arrive at the liabilities of the different Underwriters. A vessel may also be insured to a home Port under a Voyage Policy, and when in Port, on arrival, a Policy against loss by fire may attach. In some Policies the words employed are—"The risk not to commence before the expiration of the previous Policies"; but this precaution is not always observed.—*May* 15, 1878. [See Letter, "Insurance and Mortgage," page 217, *Maritime Notes and Queries*, Vol. I.; "Commencement of Risks," page 55, Vol. II.; "Liabilities of Shippers, Shipowners, and Underwriters," page 121, "Thirty Days after Arrival," page 125, "Double Policy," page 127, and "Moored in Safety," page 130 Vol. III.]

INSURABLE INTEREST IN CARGO.

The House of Lords, in the Appeal cause of "ANDERSON *v.* MORICE," have not been enabled to agree in a judgment on the merits of the question in dispute. Two of the learned Lords were for reversing the judgment of the Exchequer Chamber, while the other two would have maintained it; and therefore, according to the rule in appeals to the Lords, the judgment of the Court below was affirmed. The issue left to be decided was as follows:—A merchant in England contracted to purchase a cargo of rice from a firm in Rangoon at per cwt., "cost and freight, "payment by seller's draught on purchaser, with "documents attached." This means, in our view of commercial usage, that the seller was to draw a Bill of Exchange on the purchaser, and the Bills of Lading to be attached to the former, so that the cargo could not be had without payment on delivery. This seems clear enough, but it would appear that, three days before the Merchants at Rangoon began to load the ship, they telegraphed to the buyer of the rice in London to call attention to the question of insurance. There is no mention in the Contract Note as to insurance, and this being so, it would follow that the rice would be at the risk of the purchaser when it was on board the vessel and the Bills of Lading were signed. Until the cargo was shipped, and the seller was in a position to send forward the Bills of Lading with the draught for acceptance, the contract was not complete, for it stipulated for a full cargo, and not for any lesser quantity. The seller, it is evident, did not consider he was bound to insure the rice when afloat, or he would not have called the notice of the purchaser to the risk incurred, and it turned out that the vendor did not take out a sea policy. The purchaser effected an insurance at Lloyd's—"at and

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"from Rangoon to any Port in the United Kingdom, "by the ship *Sunbeam* . . . on rice as entered in the "invoice, and 15s. per cent. to be deemed the value "average payable on every 500 bags. The goods "valued at £5,500 part of £6,000." The ship took on board 8,878 bags of rice, and the remainder of the cargo, said to be from 400 to 1,600 bags, was then lying alongside in lighters, when the vessel sunk at her anchorage in the river. At whose risk was the cargo on board the ship at the time she foundered? The seller of the cargo was paid the value of the lost rice, and the purchaser made a claim for that sum under the Policy. The Underwriters refused to pay, alleging that the ship was unseaworthy. The buyer thereupon entered an action to recover the amount, and the case was tried at Guildhall, before Mr. Justice BRETT, in 1873, when the jury found a verdict for the plaintiff, and in November 1874, the Court of Common Pleas upheld that decision. The cause was next taken to the Exchequer Chamber, and the majority of the Judges upset the decision arrived at by the Common Pleas. Lastly the House of Lords were called upon to settle the case, and their Lordships have been so divided on the subject that the Exchequer judgment, as we have already intimated, has been allowed to stand. This is unfortunate, for there was a principle involved which required authoritative settlement. There have been six Judges in favour of the insured plaintiff in addition to the jury, and seven on the side of the non-liability of the defendant Underwriters. Baron BRAMWELL, in delivering the judgment of the Exchequer Division of the Court in Error, said that there was no interest in the plaintiff in the rice at the time of the loss, and that after the loss he had no right to take to the cargo in order to fix the Underwriters, although he might, before the loss actually took place, have elected to accept a short cargo. From this ruling it would follow that the plaintiff who purchased the cargo had no insurable interest in it until the whole was on board, and therefore the Policy was void. Mr. Justice QUAIN, dissentient, said it was understood between the parties that the rice should be at the risk of the purchaser as it was put on board, for it was never intended that the loading should be uncovered, nor that there should be two floating Policies to cover one shipment. Lord CHELMSFORD, in expressing his opinion as to the purchaser's right in the property, and consequently his insurable interest in it, said that the plaintiff, by the terms of his contract, was not bound to take less than a complete cargo, and that he had an option to either accept or reject a part cargo. Suppose, therefore, the buyer had refused to take up the Bills of Lading, he could not have been made to do so; but having paid the draught and elected to conclude the contract in good faith, one would suppose that that gave him an interest in the property, and consequently that that interest would be insurable. The Court of Common Pleas thought the property had not passed from the vendor, although there "was "such an appropriation of the rice on board, to the "contract, as to prevent the sellers from withdrawing "that rice without the consent of the buyer." The Exchequer Court, however, held otherwise, and could not see that there was any stipulation under which the property in the cargo was vested in the buyer, bag by bag, as it was shipped. In some instances cargo is received by the Agents of Shipowners, an

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receipts or Bills of Lading given, even though the goods are warehoused on shore, or may be waiting in lighters for shipment. The case of "ANDERSON *v.* MORICE" is complicated enough, but it would have been much more so if the respective liabilities of Shippers, Shipowners, Underwriters, and Consignees had been mixed up together, and the Courts had to resolve their separate risks, or the buyer had entered an action for breach of contract, and the seller had pleaded perils of the seas or causes beyond his control. A jury of Merchants, looking at the question in a commercial sense and as a matter of fair dealing, would have said that the shipment of the rice on board the *Sunbeam*, with the balance of the cargo alongside, constituted a compliance with the agreement, and should have given the purchaser the right of insuring; and, further, that the seller was absolved from all risks when he shipped the rice on account of the buyer. There is, however, a legal mode of determining these mercantile transactions, which consists in looking only at the written conditions in an instrument; and as the right of stoppage *in transitu* exists, and other points may arise to throw doubts on possessory rights, it is as well that there should be a thorough understanding as to the relative liabilities of Shippers and Consignees, for it should be remembered that, unless ownership or lien can be proved, there is no insurable interest in goods.—*August* 5, 1876.

INSURANCE, ADVANCE, AND FORWARDING.

SIR,—Supposing a vessel to load at an outward Port, and, while loading, the Master draws money from the Merchant on account of freight, and agrees to pay him 5 per cent. interest and insurance; if the ship is lost and the cargo reshipped by the Captain in another vessel, is the total freight due, or is the money so advanced to be deducted from the freight? Is it not covered by the insurance (5 per cent. insurance and interest) paid to the Merchant?—Yours, &c.,

Havre, Sept. 18, 1876. INQUIRER.

[The vessel having been lost, but not the cargo, and the goods having been forwarded by another vessel, the whole freight as per Bill of Lading would be payable to the Shipowner; and as he has received a certain amount in advance, the sum to be paid under the Bill of Lading would be the total freight less the advance. A Shipowner cannot be paid freight twice, and as the freight has not been lost, the Underwriter is not liable. As between the Shipowner and the Underwriter, whatever the former has lost the latter pays, subject to the conditions in the Policy.]

INSURANCE OF EFFECTS AND STAMP LAW.

SIR,—We insured 100*l.* on the effects of a Shipmaster for the space of six months, and enclose the Policy for your inspection. The vessel sailed for a Spanish Port, where the Captain died six weeks after the insurance was effected. We wrote and told the Insurance Company of the fact, and added that the effects remained on board the vessel, which proceeded to America in charge of another Master. The Secretary replied that "as the assured is dead the Policy died with him." He refuses to return any part of the premium. What course should we pursue?—Yours, &c.,

April 16, 1877. SUBSCRIBERS.

[The Policy is void, and cannot be pleaded or given in evidence in any Court. The penalty for not making out a Policy "duly stamped" is 100*l.* The Commissioners of Inland Revenue might prosecute the Company for issuing an insufficiently stamped Policy.—(See page 105, *Maritime Notes and Queries*. Vol. I.)]

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INSURANCE AND LOSS OF EFFECTS.

SIR,—An officer insures his effects before leaving a Port in the United Kingdom. The ship he is in collides with another vessel; the former is lost, with a number of the Crew, and all the effects. The insured is saved, and recovers from the Insurance Company the value of his Policy. Can he claim compensation, either for loss of time while the trial is pending or for the loss of his effects, from the Underwriter, or the Owners of the vessel to blame for the collision?

London, March 27, 1876. A SHIPMASTER.

[A witness is entitled to payment for loss of time in attending a Court by those on whose behalf he appears. If the effects were insured and lost, a claim should be made on the Underwriter.—(But see Letter "Insurance of Provisions and Effects," page 115, *Maritime Notes and Queries*, Vol. II.) The Owner of the wrongdoing vessel would be liable, to the extent of his statutory liability, for all consequential losses; and therefore application should be made to the Court.]

SALE OF SHIP AND INSURANCE.

SIR,—An Owner of a vessel sold her about eight months ago in accordance with the common articles of sale. No notice was then taken by either party regarding the insurance of the ship or the policyholder of the same. Is there any law in Britain to compel the previous Owner to pay insurance for the said ship to the present Owners for six months? The previous Owners held the Policy in their possession till the time nearly expired.—Your, &c.,

West Wemyss, Dec. 12, 1876. SHIPMASTER.

[If a vessel is insured at the time of sale, it is customary to indorse over the Policy with the Bill of Sale. An Owner who sells a vessel is not bound to keep her insured for six months for the benefit of the purchaser, unless there is an agreement to that effect.]

INSURANCE BY AGENT.

SIR,—I was instructed by the Owners of a vessel on a voyage from the United Kingdom to Morocco and back to the United Kingdom, with a cargo of grain, to get the freight insured for him for 300*l.* and did so; but on presenting the Policy of Insurance to him I was informed he had already got the freight insured by another party. I told the Underwriters of the circumstances, and wished the Policy cancelled. Meanwhile, and before the reply came from the Underwriters, the vessel, through being damaged and unfit to proceed on the voyage, was compelled to put into Lisbon to repair. I then informed the Underwriters of the fact of the vessel having put into Lisbon damaged, and again requested them to cancel the Policy, which they refused, saying they had entertained the risk and would abide by it. The vessel being duly discharged, was surveyed, and it was found that the repairs would cost more than the value of the ship, and she was condemned to the Underwriters. Under these circumstances, and seeing that I am neither Owner of the ship nor the cargo, but obliged to hold the Policy of Insurance on freight, have I any just and legal claim on the Underwriters for the amount assured? A SUBSCRIBER.

Ardrossan, Jan. 6, 1876.

[In any case the Agent would have a legal claim on the Shipowner for premium and commission. The House of Lords decided, in "Xenos *v.* Wickham," Jan. 16, 1867, that, when a Policy was duly executed and entered into by an Agent on behalf of a third party, neither the Underwriter nor the Agent could cancel the Policy without the consent of the Insured. It would appear that a "double Policy" has been executed, and the law in this respect is explained in a letter headed "Insurance and Mortgage," page 217, *Maritime Notes and Queries*, Vol. I. An Agent has a lien on the Policy for the expenditure incurred on behalf of his Principal. As to an Agent's position, see letter headed "Insurance Agents," page 113, *Maritime Notes and Queries*, Vol. II.]

INSURANCE.

INSURABLE INTEREST IN FREIGHT.

SIR,—A vessel is under charter to proceed from Cardiff to Rangoon, with a cargo of coal, freight as per Charter-party to be, say, 2,000*l.*, one-half payable here, the other half payable on arrival. Can the Shipowner legally insure a sum, on chartered freight payable abroad, in excess of the Charter-party amount, and to what extent? When effecting insurance, is it necessary to inform Underwriters that Policy value is in excess of Charter-party value?—Yours, &c.,

London, Jan. 13, 1877. A SUBSCRIBER.

[The freight advanced is not at the risk of the Shipowner, and he cannot insure it, but the other half being at his risk, he can insure it, and also any further freight agreed upon, or at risk. A speculative freight, however, having no substantial existence, cannot be insured.]

FIRE INSURANCE.

SIR,—I own a vessel sailing from one Port to another with a cargo of coal, and during the passage she accidentally took fire and became totally destroyed. Are not the Underwriters responsible for the payment of insurance for the amount in which the ship is insured? One of the Underwriters paid his full amount as insured, and another declines. Cannot I compel the latter to pay me immediately the sum for which I am insured?—Yours, &c., G. M. B.

Feb. 10, 1877.

[Loss by fire is covered by a Policy of Marine Insurance, and, in the absence of fraud, the sum insured must be recovered. If, however, the vessel was destroyed by the Master without the privity of the Owner, that would be barratry.]

INSUFFICIENTLY STAMPED POLICY.

SIR,—Having read the letter of "Shipbroker," under the heading of "Insufficiently Stamped Policy," in the *Shipping and Mercantile Gazette* of the 1st inst., I ask your opinion on the following case:—On the 8th or 9th of February last a friend of mine insured 50*l.* for 12 months on the effects of his son, who was then on a voyage from the United Kingdom to the Mediterranean. The premium for the same was paid to the Agent of the Insurance Company on either of the dates above named, and on the 12th a ticket, bearing a receipt stamp and purporting to answer the purpose of a Policy, was handed to my friend. On the night of the 11th, however, the vessel in which his son sailed was lost, together with the whole of his effects. 1st. Is the Insurance Company responsible for the act of their Agent? 2ndly. As soon as the premium was paid to the Agent did not the Policy commence to run, notwithstanding the ticket acknowledging the receipt of the money was not received until a day after the effects were lost? 3rdly. If the ticket was simply a receipt for the premium paid, cannot the Company be compelled to produce a Policy?—Yours, &c., SUBSCRIBER.

Newport, Dec. 2, 1876.

[Unless the Policy is executed and stamped there is no contract of insurance; but our Correspondent would be entitled to a return of the premium. An Agent acting within the scope of his authority would bind his Principals; but no Policy in contemplation of law having been issued, the Underwriters are not liable.]

FREIGHT OF DECKLOAD AND INSURANCE.

SIR,—We are requested by our Correspondents abroad to ask your opinion on the following question, viz.:—A vessel left St. John with a deckload of deals. The Owner insured $500 on deck freight, valued at $500, supposing that she had 80 standards deals on deck. On passage to Liverpool the vessel lost part of deckload—two-thirds of it—but the Captain stated in his protest that he had 40 standards instead of 80 on deck, making the valuation of freight on deck $700 instead of $500, as per valuation in Policy. What amount of loss will the Underwriters have to pay?—Yours, &c.,

Liverpool, April 21, 1877. SHIPBROKERS.

[The Underwriters are liable for the freight on the declared amount, or on two-thirds of the $500, and not on the actual amount of $700.]

INSURANCE.

INSURANCE AND MORTGAGE OF SHARES.

SIR,—A and B are registered Owners of a ship. A holds three-fourths shares, and is Ship's Husband; B holds the remaining fourth shares. The ship has had heavy repairs directed by the Board of Trade, and also expenses incurred in outfit and provisions for a foreign voyage. A has paid the accounts and applied to B for his proportion of one-fourth. B refuses to pay, on the ground that, having mortgaged his shares, he is not liable. A has insured his three-fourths, and, when doing so, gave notice in writing to B that he (A) would not insure B's interest unless B would pay his proportion of premiums. This B declined to do, stating that the Ship's Husband is liable for the safety of the entire ship. A has therefore not covered B's interest. 1st. Does any liability attach to the Mortgagee? 2nd. Can A attach and dispose of the shares owned by B, and by what process? 3rd. If A institutes common law proceedings against B, and B is made bankrupt, would A not have a privileged lien against the shares of B, which shares are kept afloat solely at the expense of A? 4th. The ship is at sea, and may not return for many months. A wants his money. How is he to apply for it? 5th. Will A be held responsible for the safety of more than his own shares?

Feb. 26, 1876. SUBSCRIBER.

[1st. The Mortgagee would not be liable. 2nd. A would not have a lien on the shares of B. 3rd. The shares of B would form part of his assets, and A would not have a privileged lien. 4th. A must sue B for his share of expenses, but the High Court of Admiralty could settle the question of accounts. 5th. A having given notice, as stated, would not be liable for the insurance of more than his own shares.]

MUTUAL MARINE CLUBS.

SIR,—Is a Mutual Ship Insurance Society, consisting of no more than 15 ships, legal and binding on the several parties in case of loss if the society is unregistered?—Yours, &c., A SUBSCRIBER.

July 20, 1876.

[If there are more than seven members, and the Society is unregistered, the Association as such would be illegal, and the calls could not be legally recovered from the members.]

MUTUAL MARINE CLUBS.

SIR,—We have some claims for damages received by several of our vessels against a Mutual Insurance Club, which the directors refuse to give us any satisfaction for, and they say that the damage done is not covered by their Policy. We want to try the case with them. Who must we sue for the amount due? Is it the directors, chairman, or secretary? In what Court shall we have to take process? The Club is registered. SHIPOWNER.

Oct. 9, 1877.

[If the Club was duly registered under the Joint Stock Companies Acts of 1862 and 1867, it would form an Incorporated Society, which could be sued in that capacity. The law of registration is explained at page 204, *Maritime Notes and Queries*, Vol. III. If the claims are above 50*l.* the Company might be proceeded against in the High Court of Justice; but if they are under that amount, the causes should be taken to the County Court.]

ARBITRATION AND MARINE INSURANCE CLUBS.

SIR,—1st. I have the misfortune of having a large ship insured in a small local unregistered Club, composed chiefly of fishing smack Owners, and nearly all of whom are upon the committee. I have presented a claim, properly stated by a London Average Adjuster and passed by all other Underwriters; but these gentlemen, without giving any reason, "decline to entertain the claim." Their Secretary declines to give me my Policy, alleging that he makes a rule of keeping all Policies to prove that the stamp duty is paid! And when I tell him that I must invoke the law's assistance, he reminds me that, by rule, "from the determination of the Committee, no member of this Association shall seek, or be entitled to relief either at law or in equity"! Can you suggest a method by which I can compel these men, or their Secretary, to pay what I undertake to prove is a just claim? 2nd. I have another case at the moment, in which the Secretary asks me if I will accept a compromise on condition that he includes the claim in this quarter's drawing. The claim had been passed by the Committee, and, according to rule, should be drawn for this quarter; but the local Committee of Investigation, who boast of the compromises and concessions they almost invariably coerce the "suffering members" into, then commenced the work of intimidation. As they are determined to make no concession whatever, I suppose I must either wait several months for the money, or refer the question to the arbitrament of the Committee's neighbours and friends in their own town ("according to rule" again)!—Yours, &c.,

London, April 11, 1877. STREONSHALH.

[1st. The condition as to excluding all reference to a Court of Law or Equity is, in our opinion, illegal, and therefore would not be binding on the members unless arbitration is to be substituted. Our Correspondent had better consult his solicitor as to the Court in which the proceedings should be taken. 2nd. In this case also, if the Club have not carried out their rules, relief would have to be sought by recourse to legal action.]

SHARES IN CLUBS.

SIR,—I am the Owner of a share in a ship which was insured in a Mutual Club. My proportion of the insurance I duly paid to the Ship's Husband, who managed the business. A Co-Owner becomes bankrupt, and fails, consequently, to pay his proportion of the insurance. Am I liable for any portion of this latter amount; or does my liability cease when I have paid the proportion due on my own share?

Swansea, Dec. 31, 1875. MASTER MARINER.

[If the shareholders in a vessel give the Ship's Husband authority, jointly, to insure on their behalf, and he does so, and one Co-Owner does not pay his share to the Ship's Husband, we are of opinion that the solvent Owners would have to make up the subscription to the Ship's Husband; but the Ship's Husband might, as Agent, deduct from the profits of the insolvent Co-Owner the sum disbursed on his account.]

NO CONSIDERATION.

SIR,—I have an Average claim due to a vessel of mine from a Mutual Insurance Club (previous to the said Club having been registered). The claim was passed by the Committee, the money drawn for and collected over two years ago, but to the present I have been unable to get a settlement. If it is not legal to sue for the claim, is it legal to sue for the repayment of the money? I have contributed to the Club.—Yours, &c., A SHIPOWNER.

Middlesborough, July 30, 1877.

[The person to whom the money was paid might be sued for its recovery, no value having been given for it.]

PROTECTION ASSOCIATION.

SIR,—I am a member of the —— Shipowners' Protection Association. 1st. Does the Association require to be registered? and if not registered is it legal? 2nd. Where can I apply to see if it is registered? I have been a member for years, and have always received the balance-sheet, but have never been furnished with a copy of the rules, and could not get them. SMALL OWNER.

London, Nov. 3, 1877.

[1st. Unless we knew the number of members in and could see a copy of the rules of the Association, it would be impossible for us to say whether the Society was legally conducted or not. The law on the subject, as laid down by the Master of the Rolls, will be found at page 123, *Maritime Notes and Queries*, Vol. III. 2nd. If the Society is registered, the fact may be ascertained at the office of the Registrar of Joint Stock Companies, Somerset House, London; and a copy of the rules may be obtained on payment of the fees.]

INSURANCE.

REGISTRATION OF SHIPPING INSURANCE SOCIETY.

SIR,—A meeting of Shipowners has been convened, and they have agreed to form a Ship Insurance Society. The members have signed a sixpenny impressed stamp document to the effect that they have mutually agreed to form the said Society, and authorising me to use means to get the same incorporated. If I registered the Society under the Companies Acts, 1862 and 1867, would the agreement be binding against the parties who have subscribed their names to it, if they should withdraw after some expenses had been incurred, and what will it cost to register the said Society?—Yours, &c.,

Aug. 21, 1876. A SUBSCRIBER.

[The cost of registration depends upon the number of shareholders and the amount of capital. Before the subscribers can be made liable for shares, they must sign the memorandum of agreement; but if they have authorised our Correspondent to incur expenses on their behalf they would be liable. The law as regards Marine Insurance Clubs is fully explained in Vol. III. of *Maritime Notes and Queries.*]

REGISTERED MUTUAL MARINE ASSOCIATIONS.

SIR,—In your article of the 24th of February you express the opinion that, unless the Policies of Mutual Clubs have shown thereon the names of the members of the Association, the mere fact of registration will not render the club perfectly legal. This is an important matter, because our Policy (a copy of which I enclose), which was settled by eminent counsel, does not propose to show this list of names, but this is granted under seal. If this club, as formed on the 20th February, remained so throughout the year without taking in additional members it would be possible, and, indeed, easy, to attach to the Policy a correct list of members; but as there is a continuous accretion of new members during the year, it would be necessary to add their names to those Policies issued prior to their joining; or, in other words, every new member joining would necessitate every Policy issued to be recalled, his name added thereto and initialled by the directors who had signed the Policy, and then returned to the members; and, assuming one new member joined in every fortnight, we should have such an amount of labour as to render such a course simply impracticable. I may say counsel had this point before them for a considerable time, and considered it in all its bearings, and in the result advised that the form of Policy I send you was in accord with the law. It is most desirable that any doubt on this matter should be settled, as mutual insurance is now an important institution, dealing, as it does, with at least fifteen millions sterling, if not more. Should any clearer exposition of the law be deemed advisable, I think if the subject were taken up by the Shipowners' Committee now watching Shipping Legislation, many of whose members are closely connected with clubs, and a necessary clause were drawn up for incorporation into the Maritime Contracts Bill, the Government would not object, on the matter being explained by deputation, or otherwise, to assist it through Parliament.

GEO. J. H. HOGG.

East Coast Iron Steamship Insurance Association,
West Hartlepool, Feb. 26, 1876.

[The Policy enclosed for our perusal commences in the ordinary manner—"As well in his own name, as for and in the name or names of all and every other person or persons to whom the same doth, may, or shall appertain, in part or in all, subject to the provisions hereinafter contained, doth make assurance"; and it is signed by two directors and the secretary of the Association. We doubt whether this is in conformity with the Statutes. In the "Articles of Association" the Company is declared to consist of 100 members; but it is further enacted, under Art. 2, that the directors may, as occasion requires, register a larger number. All the members would therefore be on an equal footing, whether original subscribers or otherwise. Every member (Art. 3) who, on behalf of himself any other person or persons, insures any ship, or share or shares of a ship, is to be deemed a member. The Company is an unlimited one in point of capital or shares; and every member would be liable for contributions, irrespective of his percentage of calls on losses. If eminent counsel have advised the directors that the Marine Assurance Act, the Stamp Act, and the Joint Stock Companies Acts, have been complied with, that opinion ought to be satisfactory; but we question its correctness.—(See Leading Articles on "Unregistered Mutual Marine Insurance Clubs," in *Shipping and Mercantile Gazette*, of Aug. 18, Oct. 12, and Nov. 18, 1875, and Leading Article at the end of Vol. III.)]

HAMON *v.* THE JERSEY MUTUAL MARINE SOCIETY.

SIR,—My unfortunate case, "Hamon *v.* Jersey Mutual Insurance Society for Shipping," has been put off from time to time under, apparently, the most frivolous and vexatious pretences, and, owing to the laxity of the Jersey Court, may be prolonged for a year. I am the parent of a family, and it has been a serious impediment to my getting employment. Your kind advice how to proceed in this matter will greatly oblige. CHARLES HAMON.

Jersey, Feb. 29, 1876.

[The case was heard in the Royal Jersey Court on the 3rd of July, 1875, when a verdict was given for the plaintiff. On the 7th of August the Attorney-General showed cause against entering judgment for the plaintiff, and the President adjourned the further hearing till the following term. From the reports in our columns we find the action has been pending since September, 1874; and the only point for consideration is, were certain charges true, and, if so, was the Society justified, under their rule, in declining to insure a vessel if a Master was deemed by the committee to be incompetent? The defendant's Society was called upon "to show cause for the action taken by them," and if it requires two years to settle so small a cause, there must be something wrong in the administration of the law in Jersey. Our Correspondent's advocate should apply to and ask the Judge for an order upon the defendant's attorney to complete the proceedings within a definite time.]

INSURANCE ON LOST SHIP.

SIR,—A British schooner sailed from Birkenhead for this Port, with a cargo of coal for my account, and has not since been heard of. The Marine Insurance on the cargo having been covered in the United Kingdom, what is the legal term fixed wherein I can claim the amount of the same, should the vessel continue to be unheard of?—Yours, &c.,

Malaga, Oct. 12, 1876. ANDRES REYES.

[The schooner would be out of time, and application shou'd be made to the Underwriters. It is customary to settle within a month, but the Companies usually pay directly they are satisfied a ship is lost.]

INSURANCE AND BOARD OF TRADE SURVEYS.

SIR,—My vessel is covered by a Policy of Insurance, in the body of which is the following:—"Touching the adventures and perils which we, the Assurers, are contented to bear, and do take upon us in this voyage: They are of the seas, men-of-war, fire, enemies, pirates, rovers, thieves, jettisons, letters of mart and countermart, surprisals, taking at sea, arrest, restraints, and detainments of all kings, princes, and people, of what nation, conditions, or quality soever, barratry by the Master or Mariners, and of all perils, losses, or misfortunes that shall come to the hurt, detriment, or damage of the said goods and merchandise, and ships, &c., or any part thereof." My vessel was tight, and supposed strong, she having passed two surveys of the Club Surveyors, who reported and passed her as all in good order. I am under Charter, and had part of cargo on board, when the Board of Trade Surveyor ordered a portion of the cargo out, and then brought men who ripped my ceiling out, and left me in a position of not being able to fulfil my Charter; and, in fact, rendered me powerless, be-

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cause I was too poor to carry out such ruinous, arbitrary orders. I have now lost my vessel, and the only remedy left is to sell what I deem the wreck, and then claim from my Underwriters for the deficiency under one of the foregoing clauses, beginning at the clause "enemies" and ending at the word "misfortunes," because what can be a greater misfortune for any man than to be turned ashore out of his vessel by his own countrymen, by which ruin and poverty are only left to me and others?—Yours, &c., P.

Teignmouth, Nov. 22, 1876.

[If the vessel was lawfully detained, and the Board of Trade Surveyors can prove that she was unseaworthy, and that the law as regards her detention has been complied with, we are of opinion that the clause quoted would not render the Underwriters liable. If, however, the vessel was insured in a Club, and the Surveyors of that Club passed her as seaworthy, and thereby induced the Owner to insure her and send her to sea, a claim might be made on the Committee for the acts of their servants.]

INSURED GOODS LANDED.—RISK OF CRAFT.

SIR,—Certain produce was lately landed by a steamer in a dock, and placed on the quay for her own convenience. The Merchant entered the goods in accordance with the Act and in favour of a wharf. The produce was insured, and the clause in the policy runs as follows:—"Until the said goods and merchandise shall have arrived at London, and until the same is there discharged and safely landed, including risk of craft to and from the ship." The barge came into collision, and the goods were damaged. 1st. Can a claim be made upon the Policy? 2nd. Can the Wharfinger who removed the goods be held liable for the loss? 3rd. If not, can the steamer be forced to make good the loss, she having landed the goods for her own convenience, and contrary to the Merchant's entry?—Yours, &c., ENQUIRER.

Sept. 25, 1876.

[1st. The goods having been safely landed, the Policy is at an end. 2nd. If a Wharfinger engages to take goods from a dock and convey them by craft to his premises, he is liable for all damage done to them; and if his vessel was not the wrongdoer, he, in his turn, must look for recovery to the Owner of the vessel to blame. 3rd. If the Master of the ship was advised that the goods were to be water-borne to their destination, and he landed them contrary to stipulations in the Bills of Lading and against the custom of the Port in such a case, there might be a cause of action, but it would have to be proved that notice had been given of delivery by craft to the Owner or his servants.]

INSURANCE ON ACCIDENTS.

SIR,—I have just effected an insurance with an Accident Insurance Company, and I find that the Policy only bears a penny receipt stamp. Is this stamp sufficient to make the instrument binding upon the Insurers? SUBSCRIBER.

Feb. 8, 1876.

[Under the Stamp Act 1870 (33 and 34 Vic., c. 97), Insurance upon any life or lives, or upon any event or contingency relating to or depending upon any life or lives (except payment of money upon the death of any person only from accident or violence, or otherwise than from a natural cause), when the sum does not exceed 10*l.*, the duty is 1*d.*; not exceeding 25*l.*, 3*d.*; for every 50*l.* above, 6*d.*, up to 500*l.*; for every 100*l.* above 500*l.* and up to 1,000*l.*, 1*s.*; and for every 1,000*l.* above the latter, 10*s.* On any agreement for payment to be made on the death of any person from accident or violence only, or otherwise than from a natural cause, or as compensation for personal injury, or by way of indemnity against loss or damage of or to any property, the duty is 1*d.*]

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STRANDING AND ABANDONMENT.

SIR,—A vessel grounded on Shoeburyness, and was assisted off without damage to the ship, so that there is not a shilling to pay for repairs. Would that be considered a stranding case within the meaning of abandonment to the Underwriters at Lloyd's or elsewhere, or within the meaning of the enclosed rule?—Yours, &c., L. E.

Goole, March 31, 1877.

[The rule is to the effect "that in case the Owner shall be willing to abandon a stranded vessel to the Society on receiving the amount of the insurance thereon, it shall be lawful for such Owner so to do, giving notice of such abandonment to the Secretary, and the Committee shall dispose of the wreck as they may think proper, and apply the entire proceeds for the benefit of the Society." In our opinion the vessel must be damaged or abandoned before the clause could be enforced.]

STRANDING AND ABANDONMENT.

SIR,—In the reply to my question in your impression of the 3rd inst. you give as your opinion that a vessel must be damaged or abandoned before the clause quoted could be enforced. Do you mean by this if the Owner verbally expresses an intention or gives written notice that he abandons or gives up to the Underwriters? Or do you mean that the ship must be finally abandoned by all men whilst she is on the strand, it being considered dangerous to remain on board?—Yours, &c., L. E.

April 10, 1877.

[The Club rule already quoted refers to a wreck. The vessel to which these remarks apply was not a wreck, nor was she damaged or abandoned. A stranded vessel must be a constructive total loss before she can be abandoned to the Underwriters.]

STRANDING AFTER COLLISION.

SIR,—A vessel which sustained damage by collision has been put ashore to prevent her sinking. Is damage to her goods, insured in London, "free of Particular Average unless the ship be stranded, sunk, or burnt," recoverable from the Underwriters, the stranding being the consequence of the collision?—Yours, &c., INQUIRER.

Lyons, Jan. 9, 1877.

[The ship was stranded, and therefore the risk is within the memorandum in the Policy; this being so, the amount would be recoverable from the Underwriters.]

STRANDING UNDER A POLICY.

SIR,—I wrote you on the 6th May last inquiring if the Port of Ballyshannon was safe for a vessel drawing 18 feet of water, and if I, being chartered to a safe ("always afloat") Port, was bound to go there with my ship. I duly noticed your reply, for which I thank you, and beg now to give you my opinion of this place. There is no doubt that you as well as myself have been deceived by the height of water at Ballyshannon Bar, as quoted in the Directory, 18 feet at spring tides being given. If this water can be sounded on the bar, it must be very seldom; and one thing is certain, that no vessel has, nor ever will, cross the Bar with that draught. It is well known that it is never very smooth in the Atlantic, and the same might be said about Ballyshannon Bar. Therefore there is great danger in a ship passing over at spring tides with even three to four feet less draught. When the wind is from the west, the sea would prevent a ship crossing, and, when from the east, a ship could not beat over and tow, for assistance is not to be had. I myself telegraphed to several seaports on the coast for a tugboat to tow me out from Ballyshannon, but not a single one would come there, having such a dread of the place. I was detained there 32 days, partly on account of there not being sufficient water, and partly on account of the wind. For other particulars, I beg to refer you to the enclosed copy of a protest I made. During my long stay at this Port I had time to take full particulars about the place, and my advice is that no

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Master should go there whose ship draws over 10½ feet of water, and even with such a draft he runs a very serious risk. I saw a vessel with the above draft of water attempting to cross twice during spring tides, but without success, and she was compelled to seek for shelter until the next spring tide. My vessel was chartered in America for a safe (always afloat) Port, and with the information given you, I should wish to know if Ballyshannon may be so designated in a Directory; or shall a Shipmaster, as has been the case with me, be bound to go to such a dangerous place under a charter worded as mine was? Not taking into consideration the loss of time, the repairs to my ship will be very heavy; and I should like to know if my Owner and Underwriters must bear the loss when my ship was chartered to a safe (always afloat) Port. And now, knowing the danger attached to this place, should it not be noted as unnavigable?—Yours, &c.,

BERNHARD LYCKE, Master of barque Messina.

Cardiff, July 17, 1876.

[The ship reached off Ballyshannon on the 26th of April, and the Master made a signal for a Pilot. The Merchant recommended the Captain to go to Killybegs, and there lighten the ship to enable her to get over the bar. The Protest sets forth:—"On the 4th May steamer Hope came alongside and took in cargo to lighten the ship to 11½ feet, then took her in tow for Ballyshannon, and left Killybegs at 10 A.M. with Pilot on board. At 3 P.M. came to anchor outside Ballyshannon Bar. Captain went in a boat with Pilot to see the bar and buoy the Channel, and, after doing so, went on board the ship again, got the steamer alongside, and put more of the cargo into her, when he refused to take in any more. At 6 P.M. the Pilot came on board, and said there were 11 feet 8 inches water on the shallowest part of the bar. The Captain asked Pilot if he thought there would be water enough to get over the bar that night, as it would be high water at 7 o'clock, when the Pilot said he did not know. 'You can do as you like, and the best thing you can do is to sound the bar yourself, and stop in the boat on the bar until high water.' The Captain ordered his Mate, Pilot, and the Captain of the steamer to heave up the anchor, make all ready, and stop outside the bar, and should there be water sufficient on the bar he would put up a signal for the ship to proceed. The Master left the ship to sound the bar. When the Captain got to the bar he sounded it all over with a pole, and, after much trouble, found the depth very irregular, from 11 feet 8 inches to 18 feet water, and therefore did not make the signal as agreed upon, but pulled for the ship to go to sea again; but before he (the Captain) got to the ship she struck the ground, when he ordered the steamer to tow the ship back to sea again, but she could not move her. As the ship drew two inches more water aft than forward, the steamer went ahead again to force the ship over the bar, but could not move her, so the Captain sent word to the Merchant to do all he could to save the ship and cargo. The Captain did all in his power to get boats to save the cargo, but could not get any boats, and then consulted with Officers of ship what was best to be done for the preservation of ship and cargo, when we mutually agreed to throw a portion of cargo overboard to lighten the ship; then got a number of men to assist in throwing the cargo into the sea, because if the wind had shifted westward the ship would have gone to pieces at once. On the 11th of May, at about 2 A.M., the boats came alongside and took what they could to the shore. At the first of the flood, put out the stream anchor ahead of the ship, with a 6-inch hawser, and kept discharging all the time with boats, and as soon as the ship began to move we kept heaving on the hawser and got her ahead about her own length, and kept on discharging all day in the boats. Next tide, put out another anchor with a five-inch hawser, and as soon as the ship began to move, hove away with all hands both anchors, and at 6.30 P.M. got the ship in over the bar, the ship in tow, and took her up to the Quay at Ballyshannon. The ship remained all the time tight, but appears to have received much damage, being very much set up on the port side, and also considerably up on the starboard side, her copper is very much wrinkled, and many nails started, and the butts and seams all started, the keelson very much set up, and several bolts started inside; a 7½-inch hawser badly chafed by the steamer in towing the ship, also a 6½-inch hawser very badly chafed, and a 5-inch hawser and a number of lines cut and damaged. On the day the ship struck the bar the Mate and Pilot told the Captain of steamer not to go near the bar, but before that the Captain of ship had made the signal to proceed." From the statements disclosed in the Protest we are of opinion that the vessel was lost from a danger of navigation, and that the Underwriters would be liable under the Policy, the ship having been stranded.]

STRANDING UNDER A TIME POLICY.

SIR,—Under a Time Policy on the hull, &c., of a ship, with the usual memorandum, would a stranding on a voyage in the twelfth month of the insurance defeat the memorandum so as to admit petty amounts under the necessary 8 per cent., incurred during the previous 11 months, or would the stranding have reference only to such damage as has been sustained during the voyage then in prosecution?—Yours, &c.,

London, July 10, 1876. ASSURANCE.

[If a ship is insured for one year under a Time Policy—"warranted free from Average under 3*l.* per cent., unless general or the ship be stranded"—and is stranded, this memorandum has no effect in the Policy; and our Correspondent desires to know whether, that warranty being of no effect, all the losses during the 11 months, and on each separate voyage, coming under 8 per cent., may be admitted and added to the loss by stranding. At page 737 of "Baily's Perils of the Sea," it is said that, when the warranty is taken out of the Policy, the Underwriter is liable for all partial loss or damage, at whatever time happening, whether before or after the stranding. We are of the same opinion, for if a Policy is for a fixed time, the aggregate damages should be apportioned at the end of that time. A Time Policy runs from date to date and hour to hour, "in Port and at sea, in docks and on ways, at all times and in all places."]

REPAIRING UNDER A POLICY.

SIR,—Do you consider that a vessel covered for a round voyage without the Docking Clause in her Policy is at the risk of the Underwriters during docking, supposing she docks for necessary repairs or scraping bottom at any Port included in the Policy?—Yours, &c., A READER.

Feb. 28, 1877.

[In a graving dock a ship was damaged by being blown over in a violent gust of wind. This was held not to be a loss by perils of the sea, although recoverable within the general clause—"other perils and misfortunes."—("Phillips *v.* Barber.") In our opinion the Underwriters would be liable.]

COLLISION CLAUSE.

SIR,—Is a hulk moored in the River Thames, and used for a Police-station, a "ship" within the terms of the ordinary Collision Clause attached to Policies, so that Underwriters would be liable to the stipulated extent in the event of collision by the ship they insured with said hulk, as much as if the hulk were a ship for navigation?—Yours, &c.,

London, Sept. 6, 1876. ASSURANCE.

[A hulk is not a sea-going ship, but may be classed as a vessel at anchor. The Admiralty Court deals with such

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cases as those of collision, whether the vessel fouled and at anchor is a sea-going vessel, or a lightship off the coast, or a river craft. The Collision or Running-down Clause commences thus—"And it is further agreed that if the ship hereby insured shall come into collision with any other ship or vessel," but no definition is given of a ship or vessel. A ship of war converted into a Police vessel is a ship although not navigated, and is a floating object. Collisions with piers, jetties, and fixed obstructions, are not contemplated in the Collision Clause in a Policy, but a hulk in the navigable fairway would come within the definition of "any other ship or vessel."]

DAMAGE AND TOTAL LOSS.

SIR,—A vessel was insured on the first day of January last for 1,500*l.* for 12 calendar months against all risks. In March she sustained damage to the extent of 500*l.*, and shortly afterwards was totally lost. Can the Owners claim from the Underwriters the cost of the damage as well as the amount insured, as the two together would amount to 2,000*l.*?
Newquay, Sept. 14, 1877. A. B.

[If the damage was repaired the sum of 500*l.* would have to be paid; and if, after such repairs, the vessel was totally lost, the full insured value would be recoverable.]

UNDERWRITERS AND DAMAGED GOODS.

SIR,—A vessel was loaded with a cargo, and, through stress of weather, was put into Port in a leaky condition for repairs, and had to get her cargo discharged, which was done by the Underwriters on the cargo. Are the Underwriters liable for any damage or loss the cargo may sustain from the time they commenced discharging until it was reloaded, and after the vessel was put in a state fit for going to sea?—Yours, &c., A BROKER.
Thurso, March, 1877.

[If the Underwriters were authorised by the assured to discharge his goods, and it could be proved that such goods were damaged by negligence or want of skill, the Underwriters would be liable to their clients. On the other hand, if the Underwriters' servants were engaged by the insured Shipowner to discharge the cargo, the Owner of the cargo would have his remedy against the Shipowner, and the latter would have to seek redress from the Underwriters.]

UNREPAIRED SHIP LOST ON THE VOYAGE.

SIR,—I was summoned to pay a claim for the towage of my vessel contracted by the Master, who had no authority to pledge my credit in a home Port. That vessel had got damaged by grounding on a stone in Morrison's Haven. The Underwriters sent their Surveyor to ascertain the extent of damages, but as that could not be seen where she lay amongst mud and water, he ordered the cargo to be discharged, to get her placed upon the beach, and to have temporary repairs effected, so as to enable her to proceed to Aberdeen with the cargo (coals), and to be thoroughly repaired after she was discharged; but instead of obeying these instructions, he only discharged 80 tons, and went to Leith and engaged a steamtug to tow her to Inverkeithing. As there could be no case of emergency requiring prompt action, I resisted the claim, and pleaded that, as the Master had disobeyed the Surveyor's orders and could not pledge the Owner's credit, he was the party liable to pay the towage, especially as the vessel was hired by him to pay one-third of her earned freights for the loan of the vessel. The Sheriff decided against me on the ground that I was registered Owner, and was liable to pay the Tugowner although he had not given me notice that he was to tow her. It seems strange why I am compelled by law to pay for services performed against my interest and direct instructions from the Surveyor. If the vessel had sunk between the Ports, would the Underwriters have been liable to pay the loss, as she could have been repaired as well at the one Port as the other?—Yours, &c., JAMES ROSS.
Inverkeithing, Feb. 28, 1877.

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[In our opinion, as the Master was the hirer of the vessel *pro hac vice*, he was liable for the towage, and not the registered Owner of the ship. Had the vessel been lost on the voyage, the Underwriters might have resisted the claim, as the ship was pronounced by them to need repairs, and would, therefore, be unseaworthy.]

SEAMEN AND UNSEAWORTHY SHIP.

SIR,—A refractory Crew were taken before the Magistrates for refusing duty, and they (the Magistrates) would not act without a Board of Trade Surveyor's report; and upon his evidence they were committed for six weeks' imprisonment. Is the Owner liable for false imprisonment?—Yours, &c., A SUBSCRIBER.
Swansea, Feb. 16, 1877.

[We are of opinion that if, on the complaint of the Crew, or on a charge for desertion, or any offence, the question of the unseaworthiness of a ship is disputed, and a Board of Trade Surveyor, after inspection, declares such vessel to be in a fit state to go to sea without danger to human life, the Master or Owner would not be liable for false imprisonment.]

CARGO OF UNSEAWORTHY SHIP.

SIR,—I shipped 404 bags of grain by a vessel bound for Sunderland. The vessel was understood to be all right at the time of loading, and sailed about 9 A.M. with a fair wind from W.N.W., which shifted about 5 P.M. to S.S.W., and she was compelled to run towards the north. About 11 o'clock, blowing a gale, with heavy sea, water was observed in the fore peak. The pumps were then manned, and in about two hours the water was pumped out and got under; but by not attending to the pumps sooner, 95 bags of the grain were much damaged. The vessel, coming back to harbour next day, was put on the beach and surveyed, when a treenail hole was found open, which was the cause of all the damage. The damaged grain was then taken out of the vessel, and a survey held on it, when it was found that a loss of 40*l.* 17*s.* was caused. I was insured in London for 800*l.*, but the Broker says that I have no claim on the Underwriters, the vessel not being stranded, but that I have undoubtedly a good claim against the Owner, the vessel being unseaworthy, and the Captain's neglect of duty.—Yours, &c.
Fraserburgh, Feb. 24, 1877. GRAIN MERCHANT.

[If the treenail hole was open when the vessel sailed, that would constitute unseaworthiness, and the Underwriters would not be liable. On the other hand, if it could be proved that the treenail worked out by perils of the sea, and that the vessel was fit on leaving Port to meet the ordinary weather encountered on such a voyage, the Shipowner would not be liable. The Underwriters would be absolved from contribution under the latter circumstance.]

UNSEAWORTHY LIGHTERS.

SIR,—In a Port where grain-loaded ships have to be lightened in a Lough at a distance of about 10 miles from the Merchant's stores, and where four vessels went ashore in the late gales, the Consignees, in order to save a few pence per ton, employ old Board-of-Trade-condemned schooners to carry the grain from the ships to the Merchant's stores, and one of these, through stress of weather, got ashore, and although a strong-built lighter would likely take no harm, this old vessel broke up and her load was lost. Now, whilst the original Policy covers the risk in craft to the Merchant's wharf, would the Underwriters be liable in such a case as the above?—Yours, &c., LIGHTEROWNER.
Jan. 1877.

[The Policy would not cover losses incurred through the employment, knowingly, of rotten craft by the Owner of the goods; but the implied warranty of seaworthiness of the ship in a Policy on goods is not applicable to lighters landing cargo.—("Lane *v.* Nixon," Common Pleas, April 27, 1866.) See also "Risk of Craft," page 110, *Maritime Notes and Queries*, Vol. II.]

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PURCHASE AND SURVEY OF SHIP.

SIR,—I purchased a schooner, to be paid for by instalments, and she is now repairing on my account. After this is done I intend to call for a Board of Trade Survey as to her seaworthiness? Can I insure my vessel anywhere, or employ whom I please as Ship's Husband? OWNER.

April 29, 1876.

[From the memo. enclosed with our Correspondent's letter, it would appear that he is to insure the vessel and lodge the policy with the seller of the ship. He is also to pay the instalments by January, 1877. If, therefore, he has got possession of the ship, he must take care to have her insured against fire while under repair, and also from loss from perils of the sea. He may insure her at the repairing Port or anywhere else, through responsible Underwriters, and appoint a Ship's Husband to manage her.]

MORTGAGE AND LOSS OF SHIP.

SIR,—A Company was formed at a Scottish Port twelve months ago to purchase a steamer. A considerable amount of the capital was paid up, and the remainder was got from the bank on an open cash account, all the Shareholders being liable individually to the bank. The banker some time after prevailed upon us all to sign a mortgage, which we did. The Manager of the steamer did not know he was to notify the Underwriters (or at least did not do so) of the fact of the so-called mortgage existing. The steamer became a total wreck, and the Underwriters accepted the abandonment, took charge, and sold the vessel as a wreck. In due course our claim was made for compensation in full, but the Clubs held forth the mortgage clause to us as being on the Policy, and now repudiate the claims. Under the above circumstances, I, as one of the unfortunate Owners, would ask your opinion as to how far the Underwriters are justified in refusing to pay our claim in full. The case seems very hard, seeing we put implicit faith in our banker's ability, and also in the Manager of the Company to do his duty. We are all likely to lose our paid-up money, and quite as much more that we are liable to the bank for. I have read the able article in your *Maritime Notes and Queries* on "Mutual Insurance," as also the case of "Turnbull *v.* Woolfe," both before the Vice-Chancellor and Lord Chancellor, in 1863, from which I can gather there is some doubt on this same mortgage clause. Surely when there is any doubt the suffering party ought to have the benefit, and more especially as everything in connection with mortgage and Underwriters, and wreck, &c., was gone about in a straightforward manner. It seems very hard on the Owners as individuals to suffer so much. Certainly the Policies were made out in the Company's name, but entered in the various Clubs in the Manager's name in their books. I may also mention that the Policies were laid on the Company's table and taken charge of by the banker, he being the Mortgagee, and the rules of the Clubs distinctly state that the Mortgagee must notify the Underwriters of the steamer being mortgaged, which he never did. Your opinion on the above case, and also any advice how to act, will oblige, as there are a great many people interested, and most of them ignorant of Shipping—in fact, never had any interest in Shipping before. Our ignorance consisted in our signing the mortgage, as asked, seeing we had all a cash account at the bank. So, really, in this case there was no need for a mortgage at all? —Yours, &c., SUBSCRIBER.

March 29, 1877.

[1st. The Club appears to have issued the Policy with the knowledge that the ship was mortgaged; but, according to "Turnbull *v.* Woolfe," the Mortgagee must make himself liable to pay the debts of the ship to the Club before he is allowed to take the position of the Assured. 2nd. The Manager of the ship having taken out the Policy in his own name, and not having complied with the rules of the Club, might be made liable to the Co-Owners. 3rd. The Underwriters, knowing that the ship was mortgaged, and having accepted the abandonment and taken possession of the wreck, have, it would appear to us, made themselves liable under the Policy, they not having given notice to the Assured that they were acting on his behalf.—(See "The Provincial Insurance Company of Canada *v.* Leduc," Privy Council, June 26, 1874.)]

C. I. F. AND LOSS IN LIGHTERS.

SIR,—We are obliged for your answer to our query in your impression of the 15th inst. The case, as it actually stands, however, is as follows:—We were both Owners of the steamer and sellers of the C. I. F. coals. What we wish to know is, are we, as Owners of the steamer or sellers of the coals, liable for the coals lost in transit from the steamer to the Receivers' quay, or the Receivers themselves? We may mention our contract was only C. I. F. at the Port of destination.—Yours, &c., STEAMBOAT OWNERS.

Newcastle, March 27, 1877.

[The coals having been discharged into the Merchants' lighters, the delivery on the part of the seller and also on the part of the Shipowner was complete, and the loss would fall on the Receivers. The coals having been insured by the Shipper, but not the freight thereon, the Underwriters would be liable for risk of craft; but the freight would be earned.]

RETURN PREMIUMS.

SIR,—I had a vessel insured in a Club, and which ship sank in the Baltic. She was afterwards raised, and sent by the Club Inspector to a Port (not her discharging Port) to repair, and where she was frozen in for several months. By a clause in the Club rules, "vessels detained over 30 consecutive days or upwards exclusively under repairs in a foreign Port shall be allowed a return premium at the same rate as vessels lying for a like period in the United Kingdom." Am I entitled to a return premium until such time as I can get my ship to sea again, although repairs were actually completed some time previously?—Yours, &c.,

Oct. 9, 1876. SHIPOWNER.

[If the repairs were completed within the 30 days, the subsequent loss by detention through ice would not fall on the Club.]

TRANSFERRED CARGO.

SIR,—A vessel was laid on turn for coals on the Owner's account. The Captain insured the cargo and freight in his own name. Before the loading was completed the Owner agreed with a Merchant to freight the vessel, the coals to be booked to the Merchant, and were paid for by him. Two pounds were drawn by the Captain on account of the Merchant, and the Merchant agreed verbally with the Owner to pay the insurance of the cargo if the coals were already insured. They were insured in the Captain's own name, and the cargo and vessel were lost on the passage. The Captain claims the insurance. Has he a right to retain it when the Merchant has paid for the coals?

A SHIPOWNER AND MERCHANT.

Boston, April 7, 1876.

[If a separate Policy was taken out for the insurance of the coal, the Policy might and ought to have been assigned to the purchaser of the cargo; or if the Policy was held as security for payment of the coal by the Master of the ship, and the coal has been paid for, the amount received under the Policy should be handed over to the Merchant. Under 31 and 32 Vic., cap. 86, "An Act to enable Assignees of Marine Policies to sue thereon in their own names," any person entitled to the property therein insured can sue as Assignee of a Policy; and this being so, if the liability of the Shipowner in the first instance, as buyer of the coal, was removed, the Policy should have been assigned to the Freighter of the ship who purchased the coals and paid for them. If, however, the cargo and freight were insured together, and the Master claims under the Policy, the Merchant could recover the value of the cargo from the Master if the verbal agreement can be sustained.]

INSURANCE.

SEA DAMAGE AND VALUATION OF SHIP.

SIR,—A vessel I last commanded was insured for a certain sum, and valued at about one-third more, but the amount of this valuation I did not know at that time. On the passage home she struck against a wreck at sea, and I had to seek a Port of Refuge in the United States, where I discharged. By appraisers, the ship, in her then condition, was valued at about a quarter of the valuation at home. When she was discharged and the survey was held, they condemned the ship (without knowing the amount insured or the valuation at home), and ordered her to be sold at public auction for the benefit of all concerned. She could not be repaired in the harbour where she was lying, but had to be towed to another Port. The survey says:—"To put said ship in a seaworthy condition, so that she can carry the same class in Veritas as before, would cost more than the amount insured, but less than three-fourths of the valuation at home." I think the laws of the Insurance Company require three-fourths of the valuation of a ship to be damaged for legal condemnation. The ship was lying on right keel. The Surveyors could not see her bottom, but after the sight of her hull they state keel, breasthooks, and knees started. 1. Do you not consider that the amount given is for repairs above water? Nothing was mentioned on the point in the survey, and after having been in collision with a floating object, she ought to be damaged most under water. 2. Ought it to be three-fourths of the valuation at home? (The valuation had only been stated by the Insurer as what he thought the value of the vessel to be.) 3. Has the valuation after the accident nothing to do with the condemnation? (The vessel was damaged three times her value at the time, when all other ship expenses had to be added.) 4. Do you not consider the repairs to be so great that no prudent Master would venture to make them, and the ship condemned by the Surveyors? 5. Do you not consider the vessel in question lawfully condemned and the insurance payable?—Yours, &c.,

Christiania, Feb. 2, 1877. AN INQUIRER.

[1st. If a vessel strikes a floating wreck, the damage would most likely be below the water-line, unless the ship was lifting at the time, and the waves projected the wreck above the mark. Unless the Surveyors could inspect the bottom of the vessel, they could not judge correctly of the damage sustained. If breasthooks and knees were started the extent of damage might determine other repairs. 2nd. There is no percentage of valuation in an abandonment. 3rd. The condemnation has nothing to do with the valuation if the ship cannot be repaired, and is a constructive total loss. 4th. If an uninsured and prudent Owner would not repair her, that would govern the surrender to the Underwriters. 5th. The insurance would be recoverable if the ship could not be put in a complete state of repair at a cost greater than her value when repaired.]

BALTIC PORTS.—LLOYD'S WARRANTY.

SIR,—Can the Port of Odense, Fyen (Denmark), be considered a Baltic Port with reference to Lloyd's warranty—"no Baltic after a specified date"? J. & C.

Middlesborough, June 6, 1876.

[Odense is not a Port on the Baltic, but is approached by the Cattegat and Great Belt. We are of opinion that Odense is not a Baltic Port within the meaning of Lloyd's warranty.]

DETERIORATION AND RETURN OF DUTY.

SIR,—Where insured goods are sold damaged at a foreign Port of destination, and a Particular Average claim is adjusted by the "Johnson v. Sheddon" rule of ascertaining the amount of deterioration, has the Assured or the Underwriter the right to a return of duty made by the authorities for the damaged merchandise? ASSURANCE.

London, June 14, 1876.

[The Underwriter on the goods does not insure the freight or the duty, but merely the property. The Assured, therefore, in our opinion, would be entitled to a return of the duty, but that sum should be rated to the adjustment as an incidental amount recovered.]

GEFLE ROADSTEAD UNDER A POLICY.

SIR,—The brig *Czar*, of Whitby, was burnt near the town of Gefle, and became a total loss, which loss became the subject of an Official Inquiry at Stockholm, the particulars of which were printed in your valuable paper. The decision of the Court was very damaging to the Captain's character, who was Owner of the vessel. The Committee of the Insurance Associations hesitated to pay the insurance, but ultimately agreed to do so less 100*l*., or 10 per cent. on the value. Since then the Committee have decided to deduct another 10 per cent., which they allege comes under the rule relative to an open roadstead. It is upon this question we wish your valuable opinion, as to whether you consider the Committee of the Clubs were justified in deducting the last-named sum? The Captain died on Christmas Day?

Whitby, Jan. 17, 1876. GEORGE S. WILLIS.

The Rule of the Clubs referred to is as follows:—"7. Ten per cent. shall be deducted from all claims arising out of any accident to any ship when in the West Indies, the Bays of Honduras or Guatemala, the Gulf of Mexico, or the Spanish Main, between Aug. 1 and Jan. 12; when in the Black Sea, Sea of Azof, or Azores, after Nov. 1; in the Red Sea or Cowie River, at any time; or when loading or unloading aground, or in any open roadstead; or by the igniting of petroleum or other earth oil; or with more than half a cargo of grain in bulk across the Atlantic, except barley or oats; or when sailing from North America—north of Boston—between Nov. 1 and March 31; or when laden with stone, salt, ore, rock phosphate, iron, lead, bricks, clay, or slates, all or either, if in weight exceeding the ship's register tonnage: ships carrying copper ore and coasters excepted, if properly fitted with extra kelsons and platform or trunk; and ships sailing from America before April 1 or after September 1, or from any other Port before April 1 or after September 20, with any wood cargo on deck, except five spars for ship's use, shall be subject to a deduction of 50 per cent."

[Under this clause the Committee could deduct 10 per cent. if the vessel was damaged after the 1st of November, or was burnt through loading petroleum, or in the event of any claim arising if the vessel was loaded in an open roadstead. The Harbour Master at Gefle certifies that the vessel was lying in the outer harbour, and this is attested by the British Consul. Gefle is 12 miles from the sea, up to which there is said to be 18 feet of water. Lower down is Hudikswall, with an anchorage in 86 feet; and four miles lower down is the land-locked inlet of Swartwik, where the depth of water is eight fathoms. At either of the two latter places the roadstead is not open, for the anchorage is safe, and vessels load in all states of the weather. The entrance from the sea leading to Gefle is by two narrow deep-water channels, both of which are so contracted as not to admit of the passage of two large ships at one time. After passing the Narrows, the water opens to a wide expanse, and the islands are so situated as to afford complete protection to the roadstead within, or outer harbour. We are of opinion, therefore, that the outer harbour of Gefle is not an open roadstead; and, if this is conceded, it follows that the 10 per cent. sought to be deducted on that account ought not to be withheld.]

TIME POLICY AND COLLISION CLAUSE.

SIR,—We hold an Insurance Policy, delivered from Lloyd's, on a vessel for 12 months, which provides against the risk of total loss only (subject to the conditions of the Collision Clause, which slip is attached to the policy). Could we recover the claim in case of collision, or is it necessary for the slip to be stamped as well as the policy?

Newry, Feb. 16, 1876. SHIPOWNERS.

[The Collision Slip would be null and void unless it was

impressed with the stamp in accordance with the Statute of 1870.—(See pages 105 to 110, *Maritime Notes and Queries* Vol. I.)]

PORT OR PORTS.

SIR—1st. If I have a ship proceeding to the guano islands (under the ordinary Guano Charter), on the West Coast of South America, what would my Policies properly cover, worded, "to Port or Ports on the West Coast, &c."? 2nd. What do you understand by Port? In the above case, could it happen that the loading place would not be a Port, and the ship consequently not covered while loading, and also consequently have deviated from the terms of Policy?
Sept. 27, 1877. A READER.

[1st. The ordinary clause is as follows:—"With leave to call at all Ports and places on either side Cape Horn." In our Correspondent's case the liberty to call is confined to "Port or Ports on the West Coast" only. As the Port or Ports are not specified, the vessel would have to proceed direct from the Port of departure to the Port of destination; but if any Ports are visited on the West Coast, they must lie in the course of the ship, and they can only be called at for purposes connected with the main object of the voyage. 2nd. Under the common form of Lloyd's Policies it is agreed:—"It shall be lawful for the said ship in this voyage to proceed and sail to and touch and stay at any Ports or places whatsoever without prejudice to this insurance." The permission to call is, therefore confined to Ports and not to places. A Port implies "any harbour which vessels can enter, and where they can remain in safety." On the other hand, a "Port of Entry" is a Port at which a Custom-house is established. The guano-loading places are not Ports or Harbours, nor Ports of Entry, but open roadsteads; and, unless the Policy expressly provides for loading a cargo of guano, we are of opinion it would be voided if the ship was sent to a place other than a Port. If there was an understanding that the ship was to load guano, custom would probably explain the contract.]

CABIN STORES.

SIR,—If a Master of a ship insures his own effects, and the vessel is lost, with all hands, is the holder of the policy obliged to pay for the cabin stores, or who is to pay? I fancy the Owners ought to pay for the cabin stores.—Yours, &c.
Bangor, Dec. 29, 1876. A CAPTAIN'S WIFE.

[Unless the policy was specially drawn it would not cover the cabin stores. If the Shipowner finds the cabin, the loss would fall on him.]

SENDING GOODS BY UNAUTHORISED ROUTE.

SIR,—There are two rail and steam routes from London, &c., to Guernsey—one via Great Western Railway and Weymouth, and one via South Western Railway and Southampton. I order goods to be forwarded via Great Western Railway and Weymouth from London, &c., and they are so addressed, viz., "Via G. W. R. and Weymouth." The senders deliver the goods to a public carrier in the ordinary way, but, to my surprise, the goods come to hand via South Western Railway and Southampton—not in a solitary instance, but frequently. I have refused to pay carriage to the S. W. Company, and wish to know whether I am justified in this course? SARNIA.
Guernsey, Feb. 17, 1876.

[If goods are left with an Agent to be forwarded by a particular ship, and those goods are forwarded by another, and if any loss or delay is incurred, the sender with whom the agreement was made would have a good ground of action for damages. In the event of the goods being insured, the Policy would be void if filled in for the Weymouth steamer, and they were forwarded by Southampton, but the carriage would have to be paid. The Railway Company would receive the goods from the public carrier, and not from the sender.]

CO-OWNER'S CONSENT TO ABANDON.

SIR,—I am Manager of an A 1 ship, and Owner of 16-64ths, the Captain 16-64ths, and four others have 8-64ths each. The ship has been stranded in the Pacific Ocean, and is now in Port. The Surveyors find the repairs, when executed, will cost more than the value of the ship. Before the ship can be condemned or sold, does it require the consent of all the Owners?—Yours, &c., SMALL SHIPOWNER.
May 12, 1877.

[The Managing Owner would act safely in obtaining the consent of a majority of Co-Owners; but he would be empowered, in pursuance of the authority conferred upon him, to give notice of abandonment, and to act for the benefit of all concerned.]

YARMOUTH ROADS AS A PLACE OF DISCHARGE.

SIR,—I loaded a cargo of maize in Baltimore to proceed to Queenstown for orders. Receiving orders for Great Yarmouth, I made inquiries from reliable parties, and found that vessels drawing over 14 feet could not enter the harbour. My Charter-party reads—"To proceed to a safe Port in the United Kingdom, where the vessel can always lay afloat with safety." I protested in Queenstown, and proceeded to Harwich, the nearest safe Port. The Merchant received the cargo under protest, and sued me for 300*l.* damages in the Ipswich County Court. The Merchant admitted that the vessel could not enter Yarmouth Harbour; but the case was argued as to whether or not Yarmouth Roads was a safe Port for a grain-laden vessel to discharge her cargo in the winter season. The Judge decided Yarmouth Roads was a safe Port of discharge for grain-laden vessels in winter time. Had I discharged in Yarmouth Roads, and had my vessel sustained any damage, where could I have looked for compensation?
ALEX. FRAZER, Master barque *Sacramento*, of Pictou.
Harwich, March 29, 1876.

[If the vessel was insured, and protected under the Policy in discharging in a roadstead, the Underwriter would have had to make good the loss, the Judge having decided that it was safe to discharge there in the winter. We differ in opinion with the County Court Judge, and hold that the vessel should have been lightened in the roads to enter and lie afloat.—(See pages 81 to 84, *Maritime Notes and Queries*, Vol. II.)]

LIMITED LIABILITY OF SHIPOWNERS.

SIR,—Two steamers were in collision. The Owners of the steamer in fault paid to the Owners of the other the full amount of her value at 8*l.* per registered ton, that being her limit of liability. Under these circumstances, to attain this limitation in practice it was necessary to make application to the Admiralty Court, which involved considerable law charges and cost of bail bond. The Underwriters state that, having paid three-fourths of 8*l.* per register ton, that is the extent of their liability. Are the Underwriters further liable for their proportion of law charges, &c., as I am informed there has been no decision upon this point? H.
Goole, Jan. 19, 1876.

[Costs may be claimed in collision cases apart from the damages. As to whether the Underwriters would be liable for more than three-fourths would depend upon the wording of the Policy. Unless made liable by express stipulation, we are of opinion they would not be liable.]

STAMPS ON POLICIES.—SEPARATE INTERESTS.

SIR,—A is Managing Owner of a ship insured for 8,000*l.* A owns 21-64ths, or 2,625*l.*; B owns 31-64ths, or 3,875*l.*; C owns 12-64ths, or 1,500*l.*; total 8,000*l.* Would 3*d.* per cent. on 8,000*l.* satisfy the Stamp Act, seeing the owners are engaged

INSURANCE.

in one common venture, and, as it were, have one common interest? or would the Policy require to be stamped for 3*d.* per cent. on 2,700*l.* 3*d.* per cent. on 3,900*l.*, or 3*d.* per cent. on 1,500.—Total 8,100*l.* A SUBSCRIBER.

Liverpool, April, 1876.

[If separate interests are insured under one Policy for different amounts, the fractional parts of every 100*l.* would be liable to the duty of threepence. A duty of twenty shillings would cover a Policy for 8,000*l.* in one sum; but, in the case represented, the amounts and duties would be as follows:—2,625*l.* = 6*s.* 9*d.*, 3,875*l.* = 9*s.* 9*d.*, 1,500*l.* = 3*s.* 9*d.*—total 1*l.* 0*s.* 3*d.*; and therefore the Policy would be void if stamped for 1*l.* only.—(See *Maritime Notes and Queries*, Vol. III.)]

UNDERWRITING RISKS.

SIR,—1st. What constitutes an Underwriter? 2nd. If I wanted to take the risk of 2,000*l.* or 3,000*l.* on a number of ships, is there any Marine Society that I might join to do so? 3rd. Is there any book published on the subject?

Edinburgh, Sept. 29, 1877. J. L. M.

[1st. The insurance of Marine risks, which any person is at liberty to undertake. 2nd. There is no incorporated society, so far as we know, that receives money to invest conjointly with non-shareholders in Underwriting. 3rd. There is no book published which would supply information as regards the joint investment between Underwriters and persons having money to invest; nor could any publication give particulars of risks which would supersede practical experience.]

LAID UP IN PORT OR DOCK.

SIR,—In a Time Policy on a steamer at a certain premium, with a return for every 30 consecutive days that the vessel be laid up in Port or in Dock, is such a return, in your opinion, claimable if the vessel is 30 days in Port discharging inward and loading outward cargo, or does it apply only to cases where the vessel is actually unemployed?—Yours, &c.,

London, July 11, 1876. ASSURED.

[Laid up in Port or Dock means a cessation from commercial operations. The premium would not be returnable on the 30 days spent in Port, when the vessel was loading or discharging.]

HARBOUR MASTER'S AUTHORITY.

SIR,—1st. I am Marine Manager of the Boating Company at Port Alfred, and I desire to know whether I can take a cargo boat to discharge the cargo alongside a coasting steamer before the Harbour Master has boarded her? He argues that the ship, having left a coasting Port 12 hours previously, must get pratique before I can go alongside. There is only one tugboat here, and he cannot get off to a steamer unless I take him, and at times this puts me to a great deal of trouble, as ours is a bar harbour. Of course I know that all foreign vessels require pratique. 2nd. It is the custom at Port Alfred for the Harbour Master to hoist the ensign at the Port-office when he considers it safe for vessels to enter the river. If I, as a certificated Pilot, and also the Captain of the steamtug, considered it safe, and the Captain of the ship considered it safe to come in, and at our own risk in coming in, the vessel should ground on the bar and do some damage to herself, how would it effect the Insurance?—Yours, &c.,

W. CLIFFORD, M.M.

Cape of Good Hope, June 26, 1876.

[1st. In a short coasting voyage a vessel should not require to obtain pratique; and unless there is a special Colonial law requiring coasting vessels to be boarded by Harbour Masters, we should say that a cargo-boat, subject to the authorisation of the Custom-house rules in that respect, might go alongside. 2nd. There is said to be only 10½ feet of water on the bar at low tide, and as there is usually a heavy sea on the bar, there would be a risk of blocking the channel or damaging the vessel; and although entering when the signal was not displayed might not be dangerous, and the Master of a tug and a Pilot should be considered competent in such case to understand when a ship could be safely taken in, it would be imprudent to disobey the rules. It would be open to an Underwriter to resist payment in the event of a loss; but unless it could be proved that the damage was incurred recklessly, we are of opinion that the claims under the Policy could not be defeated.]

MACHINERY DAMAGED.

SIR,—On an ordinary Time Policy, with the running down clauses attached, a steamer, after getting a half-yearly survey by the Board of Trade, met with an accident on her voyage. The Engineers say:—"About 1.20 A.M. (being three hours at sea) we were in the engine-room, standing by our throttle gear, watching, to prevent the engines racing in the heavy sea, the ship pitching much, but in a very heavy sea the engines broke away from our control, breaking the crank of the forward engine, pitching the bearing to one side of the engine-room, bending the piston, and connecting rods, smashing the slide block and engine frame, also cracking the lid of cylinder cover, and shaking the whole of the engines. We got the engines stopped as soon as possible, disconnected the broken engine, lashed up the broken parts, and, after getting all cleared, commenced to work with after engine, and succeeded in bringing the ship back to Port without assistance." Under these circumstances, do you consider the Underwriters liable for the damage?

Liverpool, June 26, 1876. A SHIPOWNER.

[The losses in question would come under the definition of perils of the sea, as damage to the ship or machinery by the violent and immediate action of the winds and waves. We take it for granted that the ship and machinery are separately valued, and that the Policy includes the ordinary risks.—(See, however, "Insurance of Burst Boiler," page 112, *Maritime Notes and Queries*, Vol. I.)]

"UNTIL SAFELY LANDED."

SIR,—A vessel of 1,000 tons entered the London Docks by mistake, and had to be removed to the West India Docks to discharge. She did not break bulk in the former, but during her removal to the latter she was in collision, and her cargo was damaged thereby. The Merchants' policy contained the words, "Until the goods are safely landed." Can the Merchant claim upon the Underwriters under his policy, or would the fact that the vessel had been safely moored in the London Docks prevent his doing so?—Yours, &c.,

London, Feb. 14, 1877. INQUIRER.

[A risk suspended cannot be revived; but in the case represented the goods would not be safely landed until they were delivered on shore, even though in a damaged state. Goods must be landed within a reasonable time. The risks on the ship is terminated when she is moored in safety 24 hours; but this does not apply to the insurance of the goods. In our opinion the Underwriters would be liable on the policy.]

SEAWORTHY SHIP & NAVIGATION INSTRUMENTS.

SIR,—1. If a ship, A 1 at Lloyd's, and insured on a Time Policy for 12 months, sails from any Port, at any time during that period, in an unseaworthy state, should she meet with an accident, would her Underwriters be liable? 2. Could she be considered seaworthy without having proper Charts and Sailing Directions for her intended voyage?

Sept. 10, 1877. SUBSCRIBER.

[1. In the case of the Frances, "Dugeon *v.* Pembroke," House of Lords, reported in the *Shipping and Mercantile Gazette*, March 26, 1877, their Lordships held:—"If ever a vessel was 'lost by perils of the sea,' understanding those words in the sense which the Courts of this country have

uniformly ascribed to them, this vessel undoubtedly was so; and the real question intended to be raised, therefore, is, whether a vessel not strong enough to resist the perils of the sea—in other words, unseaworthy—can be properly said to be 'lost by perils of the sea,' because it was by the force of the winds and waves that she went ashore and finally 'broke up and went to pieces.' A long course of decisions in the Courts of this country has established that *causa proxima et non remota spectatur* is the maxim by which these contracts of insurance are to be constructed, and that any loss caused immediately by the perils of the sea is within the Policy, though it would not have occurred but for the concurrent action of some other cause which is not within it. The only exception which has hitherto been established to the Underwriter's liability thus construed is to be found in the case of 'Thompson *v.* Hooper,' where it was alleged that the Shipowner himself knowingly and wilfully sent the ship to sea in an unseaworthy state, and that she was lost in consequence. It is only necessary to observe upon that case, that the knowledge and wilful misconduct of the Assured himself was an essential element in the decision arrived at. The Captain has the entire control of the vessel in respect of repair in foreign Ports, as of everything else; and if the sixth plea in this case were held to be sufficient without proof of the Shipowner's knowledge and wilfulness, the result would be that whenever the Captain failed in his duty in fitly repairing the vessel in a foreign Port, and the loss, though caused by perils of the sea, could be traced to the ship's defective condition, the Assured would lose the benefit of his Policy. Such a doctrine, once established, would extend equally to the negligent conduct of the ship in the course sailed by her, or her careless management in emergency, or the absence of reasonable and proper exertion on the part of the Captain and Crew." 2. If the ship was bound on a voyage with which the Master was not well acquainted, the failure, to the knowledge of the Owners, to provide Charts and Sailing Directions would, in our opinion, render the ship unseaworthy *ab initio*, and, of course, unseaworthy for the voyage.]

TORPEDOES AND INSURANCE RISKS.

SIR,—1. Are Underwriters who are exempt from war risks—or, in other words, who are simply responsible for sea risks—liable for the loss of a vessel caused by torpedoes laid down at the Port of destination, supposing that the said Port is or is not blockaded; or does the loss fall on the Underwriters on war risks? 2. Is not the loss of a ship caused by the violation of a blockade to be laid to the charge of Underwriters on sea risks only, at least as to the cargo, these Underwriters being responsible for barratry of the Master, and the loss through the violation of the blockade being attributable, therefore, directly to this barratry?—Yours, &c.,

Antwerp, May 16, 1877. UNDERWRITER.

[1st. The loss of a ship by torpedoes would not be covered by an ordinary policy, or one covering war risks, whether a Port was blockaded or not. 2nd. Violation of a blockade is not a sea risk, and, therefore, the Underwriters would not be liable under the policy. Violation of a blockade is not barratry of the Master.]

WINDLASS, BITTS, ANCHOR AND CHAIN.

SIR,—During the fearful weather of Sunday, the 11th inst., a barquentine lying in Dungeness Roads rode so heavily as to break her windlass, tearing out both windlass bitts, paul bitt, &c., causing the loss of two anchors and about 170 fathoms of chain. As all the damage was caused by stress of weather, and not from any defect in the construction of the windlass, have I a claim for the same on an ordinary Lloyd's Policy of Insurance including "all risks"? SHIPOWNER.

Guernsey, March 24, 1876.

[In the common Lloyd's Policy there is a stipulation that the "ship and freight are warranted free of Average under 3*l.* per cent., unless General, or the ship be stranded." The Underwriters, subject to that reservation, agree to indemnify the Assured from all perils, losses, and misfortunes. In these latter terms are included every species of damage to the ship or goods at sea by the violent and immediate action of the winds and waves, not comprehended in the ordinary wear and tear of the voyage, or directly referable to the acts and negligence of the Assured as its proximate cause. The Policy, also, includes "the body, tackle, apparel, ordnance, munition, artillery, boat, and other furniture, of and in the good ship." These specifications must embrace the windlass, bitts, chains, and anchors, and therefore, if their value is over 3*l.* per cent., they should be paid for by the Underwriter as Particular Average. As a rule, however, the Underwriters reject all such claims, and class them under the head of wear and tear. We agree with Manley Hopkins (page 153, "General Average") that a sail, a chain, an anchor, or a windlass, are as much insurable parts of a ship as are the bulwark, spars, copper, or paint. As there is no contract between the Underwriter and the Insured that windlasses, chains and anchors are not included in the Policy, we are of opinion that the mere custom of Underwriters would not be a conclusive defence to an action on the Policy if it could be established that the loss was solely attributable to the elements, and not to defects.]

BURST BOILER.

SIR,—Do you consider that Underwriters on a steamer's Policy containing the clause "including all risks incidental to steam navigation" are liable for damages amounting to 8 per cent. caused by the explosion of a boiler defective in construction, but the proximate cause of the explosion being negligence on the part of the Engineer? Again, where the proximate cause is defective construction or unregarded wear and tear? Several claims of the above kinds have been made on Underwriters, and although counsel's opinion has been taken on the subject, there appears to be considerable doubt on the matter.—Yours, &c., ASSURANCE.

London, Sept. 12, 1876.

[Negligence, unless wilful, is not barratry, and therefore the act of the Engineer would not constitute a barratrous act. Marine Insurance does not provide for the payment of losses arising from defective construction. Underwriters would not be liable in such a case.—(See letter "Insurance on Burst Boiler," page 112, *Maritime Notes and Queries*, Vol. I.)]

THIRTY DAYS AFTER ARRIVAL.

SIR,—A vessel is covered for 30 days after arrival out, say at Bombay. The new Policies from Bombay home are worded so as to attach "on expiry of outward Policies." The vessel sailed from Bombay before the expiry of the 30 days. Do the old Policies expire when the ship sails, and the new attach then? A READER.

Sept. 27, 1877.

[The Policy would cover the whole time the vessel was at Bombay, for the usual words are "and while there." When the vessel was out of the limits of the Port the second Policy would attach although the 30 days had not expired.—(See pages 125 and 130, *Maritime Notes and Queries*, Vol. III.) It would depend upon the wording of the Policies as to their over-lapping. The outward Policy was entered into for a voyage and for time, and if there were no stipulations by which the risk was limited to the Port, the Underwriters' liability would not terminate until the 30 days had run out. As regards the homeward Policy, when the words "at and from" are inserted, the risk attaches directly the insurance is effected, and covers all losses in Port; but if this Policy

INSURANCE.

was not to take effect until all the cargo was on board, or the vessel was ready for sailing, or out of the Port, the question of a double policy, in case of loss, might arise, if a disaster happened before the expiration of the 30th day.—(As to Double Policy, see letters at pages 83 and 217, *Maritime Notes and Queries*, Vol. I.)]

DEVIATION AND TOWAGE.

SIR,—A question of importance to the Shipping Interests has arisen as to an Owner's liability for loss of or damage to cargo in the following circumstances:—A steamer laden with a valuable cargo falls in with a sailing vessel disabled and flying signals of distress. The Masters of both ships having agreed upon the sum which the Owners of the ship in distress are to pay to the Owners of the steamer for Salvage services, the ship is taken in tow, and the steamer proceeds with her to a Port out of the line of the steamer's route, and where, in consequence of having the vessel in tow, the steamer gets stranded or comes into collision with another ship, by which her cargo is lost or damaged. Would the loss fall upon the Underwriters who had originally insured the cargo, or upon the Owners of the steamer which had deviated from her voyage? SHIPOWNERS.

Glasgow, Jan. 7, 1876.

[If the Policy permitted the steamer to tow vessels in distress, or deviate for such a purpose, the loss incurred on the part of the steamer would fall on the Underwriters. In the absence of such a stipulation, unless the deviation was to save life, the Policy would be void. As to damage done by collision to another ship, that is a question as to the wording of the Policy.—(See "Heard *v.* Holman," Common Pleas, May 2, 1865.) A steamer that deviated to take a vessel in tow, sank the latter by collision, and her Owners were held liable for the loss.—(The Thetis (s) and Sardis (s), Admiralty Court, July 1, 1869.)]

SCUTTLING TO PREVENT FIRE.

SIR,—If in a crowded dock a vessel is on fire, and there is imminent danger of the conflagration spreading to surrounding vessels, and a ship on each side of the one burning is scuttled to confine the fire to the one ship, what would be the remedy of the Owner of the property sacrificed, and against whom—proximately and ultimately? Also, in the case of a house next to one burning being blown up to prevent the fire spreading, how could compensation be obtained?—Yours, &c., ASSURANCE.

London, Sept. 6, 1876.

[If a ship in a dock is on fire, it might be possible to haul the ships alongside away from her; but if this could not be done, and the vessels to starboard and port were scuttled to save them from burning, the measures taken for the safety of ship and cargo, if there be cargo on board, should fall on General Average, for the voluntary sacrifice would be made for the purpose of saving the ship and cargo from destruction; but the scuttling might avert a total loss. In Fletcher *v.* Alexander," Common Pleas, April 30, 1868, Chief Justice Bovill adhered to the principle laid down by "Marshall on Insurance," namely, that "where any sacrifice is deliberately and voluntarily made, or any expense is fairly and *bonâ fide* incurred, to prevent a total loss or some great disaster, such sacrifice or expense is the proper subject of general contribution, and ought to be ratably borne by the Owners of the ship, freight, and cargo, so that the loss may fall equally on all, according to the equitable maxim of the civil law, *Nemo debet locupletari alienâ jacturâ*. This general principle has been acted upon in all Courts." That principle should govern the law in the case mentioned. If, for the safety of ship and cargo, it be necessary to damage and destroy another ship, the loss is said to be an object of General Average contribution. If a number of ships are lashed together, and one takes fire and the crews of the others unite in scuttling the burning ship for the safety of the rest, the loss of the ship so sunk is said to be a General Average loss, to which all those saved thereby must contribute; and the law is the same if a Crew, for the safety of their own ship, cut the cable of another.—("Arnould on Marine Insurance," Vol. II., page 782.)]

LIGHTERAGE.

LIGHTERAGE AND DEMURRAGE.

SIR,—A vessel laden with coals and chartered to deliver afloat, was kept three days over the time allowed for discharging, through want of craft. When no craft were alongside for the cargo she took in ballast, and completed it before she was discharged, but the ballasting in no way interfered with the discharge. Is she entitled to Demurrage?

Dartmouth, March 26, 1876. T. H. S.

[The ballasting of the ship would not deprive the Shipowner of his claim for Demurrage if he was prepared to give delivery and the Merchant had no craft ready to receive the cargo.]

LIGHTENING TO REACH PORT.

SIR,—My vessel was chartered at Newcastle to load a cargo of coals for Yarmouth (Isle of Wight), and the Charter specifies:—"In case the ship requires lightening to get to the quay, the same to be at Merchant's expense." I arrived at Yarmouth on the 18th inst., and found that there was not water enough to get into the harbour without lightening. I gave the merchant notice on the 20th inst., and, owing to his not lightening the ship sufficiently, I was unable to get alongside of the quay until the night of the 24th inst. Should not my Lay-days commence from the day I gave the Merchant notice?

CHARLES DENYER, Master of the brig Harkaway,
Yarmouth (I.W.), March 28, 1876. of Shoreham.

[If the vessel was chartered to discharge at a particular place, and not as near thereto as she could safely get, the Lay-days would commence when the ship was at her berth. On the other hand, if the name of the Port only was mentioned the Lay-days would begin to run when the vessel reached as near to the discharging berth, with her full cargo on board, as she could safely get. For legal decisions see pages 81 and 82, *Maritime Notes and Queries*, Vol. II.]

LIGHTERAGE AND HOISTING.

SIR,—I chartered a vessel recently to carry a cargo of guano from one of the Peruvian deposits to a Port on the Continent; and two of the clauses in her Charter-party read as follows, viz.:—"1. Cargo to be discharged according to custom of the Port, at the rate of not less than 35 tons per working day. 2. All charges for lighterage or towage to be paid by the Owners of the ship." The vessel on her arrival was obliged to lighten a portion of her cargo to enable her to reach her discharging berth, and the cost of discharging the cargo into lighters, as also the hire of the craft, was borne by the ship; but when settling the freight account with the Consignees, they put in a claim for again discharging the lighter, asserting that they had a right to do so by virtue of the above No. 2 clause. Is the ship liable for such further charge? I understand it is the custom at such Port for the Consignees to discharge the lighters of all cargoes that are discharged, such as the vessel referred to was, viz. in bags.—Yours, &c., A SUBSCRIBER.

Liverpool, March 1, 1877.

[The charge for the lighter would fall in this case on the Shipowner, but the charge for hoisting the bags on to the quay should be borne by the Merchant. The cargo was put out of the ship and at the disposal of the Merchant, and there is no contract that the Shipowner is to discharge the guano from the lighter on to the quay.]

LIGHTERAGE.

LIGHTERS AND DEMURRAGE.

SIR,—My vessel, the Liela, of Liverpool, was chartered to load a cargo of burnt ore in the River Tyne, and it was arranged that she should be loaded partly at a wharf, and when I considered ship had received sufficient quantity for her safety at said wharf, the remainder had to be brought alongside by lighters to where I should have ship afloat at the buoys in the river. On the second day after commencing to load the Shipper sent a lighter alongside with cargo, and wished me to take the ore into the after hold, which would have caused ship to lie badly. At this time I was receiving cargo from the wharf, and refused to take cargo from the lighter. The Merchants claim demurrage from me for this craft. Can they do so?—Yours, &c.,

CHARLES STRINGER, Master.

Newcastle, Mar. 21, 1877.

[When the vessel was alongside the wharf it would be implied that all the cargo was to be loaded from the quay. The Shippers sent a lighter alongside when the vessel was at the wharf, and the Master declined to take the ore on board because the trim of the ship might have been altered, and her safety endangered. We are of opinion, therefore, that the Shipowner would not be liable for Demurrage through the detention of the lighter.]

TONNAGE DUES ON GOODS IN LIGHTERS.

SIR,—My vessel was chartered to bring a cargo of wood from Wyburg to Wivenhoe, at which latter place I arrived on the 1st inst., and now find that the cargo is destined for Colchester, and in consequence of its having to be taken there in river craft, my ship is called upon to pay Tonnage Dues at the rate of 6*d.* per register ton, for which there is not a particle of accommodation afforded, the mooring buoys in the river being private property, for the use of which an extra charge is made. If the cargo of any vessel is landed in Wivenhoe, no charge can be made; and therefore one might naturally infer that when a ship discharges her cargo at the place to which she is chartered, no charges should ensue in consequence of the Receiver or purchaser removing the goods to any other place. I am of opinion that these charges are levied in consequence of the misconstruction of the Act of Parliament. How am I to proceed to ascertain the law upon the matter, and can such a tax be levied upon the unfortunate Shipowners, whose unequalled burdens appear to be continually upon the increase?—Yours, &c.,

HENRY PRICE, Master of the Danube.

Wivenhoe, Oct. 5, 1876.

[Tonnage Dues are levied on all ships entering the river Colne and proceeding above Wivenhoe. Our Correspondent's ship did not proceed above Wivenhoe, and therefore he is not liable to pay the Tonnage Dues on the lighters. When the cargo was over the ship's side, all charges, in the absence of an express agreement to the contrary, would fall on the goods. If, however, our Correspondent contracted to deliver the cargo at Colchester, he would have to pay all the charges. (The law as to charges on cargo, and the manner of proceeding to recover the dues from the Merchant, is explained on page 24, *Maritime Notes and Queries*, Vol. II.)]

C. I. F. AND LOSS IN LIGHTERS.

SIR,—We shipped a cargo of coals on board one of our steamers to a Merchant in a foreign Port at so much per ton C. I. F. At the Port of discharge the steamer discharged the coals into the Merchant's lighter, and in transit from the boat the lighter was overturned and the coal lost. Who loses the freight on the lost coal—the Receivers of them, or we as Owners of the steamer?—Yours, &c.,

Newcastle, March 12, 1877. STEAMSHIP OWNERS.

[If the Merchant engaged a lighter to take possession of his goods, and delivery was given to him or his servants, the Shipowner would be absolved from all liability for the loss of the cargo after it left the ship's side; and if the purchaser insured the coal, and made the Underwriters liable for risk of craft, he could recover under the Policy.]

LIGHTS.

COAL CARGO.

SIR,—I chartered a steamer to load coals for the Mediterranean, the Charty-party providing that "the coals be put on board and taken from on board at Charterer's risk and expense," and for payment of freight "on the intake weight stipulated on the Bills of Lading," and the Bills of Lading stating that Consignee "pay the freight as per Charter-party," the terms of the two documents thus being identical. On the steamer's arrival at her destination the cargo was discharged directly into lighters without being weighed, the Captain merely taking a clean receipt for all the cargo he had on board. On my application to the Charterer for the payment of the freight, after some considerable delay, he stated that, on the coals being weighed out of the lighter, there was a considerable deficiency, and he not only refused to pay the freight on the intake weight as per Charter-party and Bills of Lading, but also claimed upon the ship for short delivery, and, further, for the cost of discharging at about 6*d.* per ton. Has the Charterer any legitimate claim upon me?—Yours, &c., SHIPOWNER.

London, Dec. 16, 1876.

[As there was an agreement to pay the freight on the intake quantity, that would govern the contract; and if all the cargo put on board was delivered, no deduction could be made from the freight for short delivery. As regards lighterage, the expense would have to be borne by the Receiver of the cargo, as it was to be taken free from alongside. Baron Martin, in "Patterson *v.* Wilson" (the Iris, Exchequer), held that the duty was cast upon the Charterers to unload within a given time, and that they must pay for the hire of lighters although they had been engaged by the Master.]

DOCKING AND CHANGE OF DOCK.

SIR,—My vessel arrived from Quebec with a mixed cargo about two-thirds of which were deals and the remainder oak timber. The Consignee of the deals gave me orders at Gravesend to discharge in the Regent's Canal, which orders I carried out. The Consignee of the timber will not take delivery of the oak in the Regent's Canal Dock, but claims delivery of his goods in the Surrey Commercial Dock. My Charter states:—"To proceed to London," and, "If discharged in one of the docks in the River Thames, the Freighter to pay two-thirds of the dock dues." The Regent's Canal Company allow me to deliver overside. What, then, have I to do, and who is pay the expense of lightering the oak?

T. HALVORSEN,

London, Sept. 6, 1877. Master Harald Haarfager.

[The lighterage of the oak would be at the expense of the receiver of the timber, and if the Consignee desires the ship to change docks, the charges would have to be borne by him, including Insurance, whilst moving from one dock to the other.]

LIGHTS.

LIGHT DUES ON WRECKS.

SIR,—Is a barque, bound from Baltimore to Drogheda, and sunk three miles south of Drogheda Bar and one mile and a half from shore, liable for light dues on the above voyage? The ship is about to be sold as a wreck where she now lies.—Yours, &c., JAMES ROBINSON,

Agent to Sunderland and Newcastle Clubs.

Drogheda, Jan. 15, 1877.

[The Dues would be payable for all the lights passed by the ship up to the time of her wreck.—(See letter in *Shipping and Mercantile Gazette*, Jan. 11, 1877.)]

LIGHTS.

LIGHT DUES AND DEPOSITION FEES.

SIR,—1st. When a vessel is stranded on a shore of the United Kingdom, and becomes a total wreck, and is sold, is the ship liable for light charges? 2nd. The Captain made his deposition before a Receiver of Wreck, for which he was charged 4*l.* 10*s.* Who bears this expense?—Yours, &c.,

Hull, Jan. 6, 1877. CAPTAIN.

[1st. By long-established custom, and, it is assumed, under authority of law, Light Dues have been demanded from the Owners of wrecked ships when lost on the coasts of the United Kingdom, and bound to the United Kingdom from foreign Ports. Vessels entering outwards have to produce the Light Dues receipt inwards before they can clear out. A vessel may be sold as a wreck and subsequently floated and repaired. Ships bound to Ports of the United Kingdom and wrecked after passing certain lights, have, it is held, received the benefit of those lights up to the period of disaster, and, in consequence, their Owners are charged the dues up to the point where they are lost, but not to the Port to which they are bound. As a rule, British Shipowners pay these demands, and we cannot meet with a case where they have been resisted, or formed the subject of an appeal to a Court of Law. In point of fact they cannot be recovered from foreigners whose vessels are wrecked in the Channel, unless there is an Agent in England responsible under Section 44 of the Merchant Shipping Act, 1862. 2nd. Under Section 455 of the Merchant Shipping Act, 1854, and Table V., the total fees for depositions taken in respect of any one ship are in no case to exceed 2*l.*—(See page 78, *Maritime Notes and Queries*, Vol. II.)]

LIGHTS AND SCREENS.

SIR,—My vessel, having just arrived off a foreign voyage, has been boarded by the Board of Trade Surveyors at this port, and they condemn my present mode of carrying side lights and screens, and have given me notice to alter the same, which will incur expense. They also charge a fee of 10*s.* for visiting the vessel and pointing out the alterations required. These lights and screens were fixed at Aberdeen to the satisfaction of the Board of Trade Surveyor at that port, and I now hold his certificate for the same. Am I bound to alter these to the satisfaction of the Surveyors here?—Yours, &c.,

DANIEL WILLIAMS, Master of the brigantine Sylph.

Swansea, Sept. 13, 1876.

[Surveyors are instructed to visit sea-going ships, and to see that the lanthorns and screens are properly fixed. They are to ask the Master for the certificate, and the Surveyor is then to compare the particulars as shown in that document with the description and position of the lanthorns carried on board. If the Surveyor finds that any particulars, as stated on the certificate, are not in accordance with the state of things on board, he is to deal with the vessel as if she had not been certificated, and the cancelled certificate is to be sent to the Board of Trade. If therefore no alteration has been made in the lanthorns or screens, the Surveyor would not be entitled to charge any fee; and if no such change has taken place a representation should be made to the Board of Trade. The fee would be payable in the event of the statements in the certificate not agreeing with the facts of the case.]

LIGHTS OF DISABLED STEAMERS.

SIR,—What signals are there for a steamer disabled? The Board of Trade's Rule is, that a steamer under sail is considered a sailing ship. Assuming it is night, and lights burning, and the steamer is on the port tack, and a sailing ship comes along on the starboard tack, the latter expects me to keep away from him, of course he thinking that he sees a sailing ship. I am, however, unable to do so by reason of the propeller acting against the rudder. The reason I ask this is because a short time ago I narrowly escaped a collision from being taken for a sailing ship. CHALLENGER.

London, Sept. 28, 1877.

[Art. 1. enacts that every steamship which is under sail, and not under steam, is to be considered a sailing ship. A steamship, therefore, when disabled, and under canvas only, should not exhibit a masthead light, and her Master is bound, in such a case, to adhere to the rules for the regulation of sailing vessels. If he cannot give way, it would rest with a Court to determine whether, in the event of collision, the accident was inevitable.—(See a series of leading articles in the *Shipping and Mercantile Gazette* of Dec. 5, 8, 10, 12, 14, 19, and 26, 1874.)]

LIGHT DUES.

SIR,—1st. A vessel, 94 tons register, sailed from Charlestown, Firth of Forth, bound to Dieppe, and paid 15*s.* 1*d.* lights. 2nd. The same vessel sailed from Dieppe to Chester, and paid 19*s.* 7*d.* lights. Are these charges legal?—Yours, &c.,

Sept. 7, 1876. A SUBSCRIBER.

[The dues charged in each instance are in accordance with the scale of rates.]

BASSES ROCK LIGHT.

SIR,—How often are the Basses Rock Light Dues payable? My ship made a trip from Calcutta to Mauritius and back, and she is charged both ways. Is this right?

Liverpool, Feb. 24, 1876. G. B.

[The Order in Council makes the Light Dues to meet the expenses of the new tower on the Great Basses Rock, Ceylon (the red dioptric light, flashing at intervals of 45 seconds, which was lighted on March 15, 1878), payable every time a vessel passes the same.]

BOATMEN AND SHIP'S LIGHTS.

SIR.—On Thursday night last, when it was blowing hard from the N.W., a vessel came to anchor in a bay. When first seen she had her port light in her starboard rigging and her starboard light in her port rigging, and a bright light under her boom, which latter was so placed as to shine full on shore, as if the vessel had run on shore. The lights caused the Boatmen to put off to her in order to see what was the matter. The lights were not taken down till the Boatmen got to her. The only answer from the ship to them was a very sharp one. The lights were so placed for an hour and a half. Are lights so placed in accordance with the rules and regulations of the Merchant Shipping Act?—Yours, &c.,

Whitstable, Jan. 15, 1877. A BOATMAN.

[Lights so placed are not in accordance with the International Regulations.—(See "Claim for Coming off to a Ship," page 200, *Maritime Notes and Queries*, Vol. I., and pages 60 and 62, Vol. II.)]

THE ROSAMOND.—ALTERATIONS AND NEW LIGHTS &c.

SIR,—In last Friday's *Shipping and Mercantile Gazette* I read the inquiry into the wreck of the Rosamond, at Barbadoes, and note that this mishap is attributed to the fact that the Captain and Officers were not aware of the existence of the new light at Ragged Point, and the alteration of the old light on the South Point. I would call the attention of Shipowners that they should strongly urge their Captains to take in some publication as a chart corrector. The following paragraphs might, perhaps, have saved the vessel, and much anxiety of mind to all on board:—

"WEST INDIES.—BARBADOES.—RAGGED POINT.—1. Revolving white light, flash every two minutes; height 218

LIMITED LIABILITY.

feet; visible 21 miles; lighthouse 97 feet high, of white coral, 800 yards within end of cliff of Ragged Point, east end of Barbadoes; lat. 13° 9′ 9″ N., long. 59° 25′ 6″ W. Closing the land, keep well to the north-eastward of light, owing to strong westerly current towards the Cobblers; dangerous reefs 2½ miles S.E. of Ragged Point.

"West Indies.—Barbados.—South Point.—Now one revolving, red every minute."

About October, 1874, a new light was exhibited on Norderney Island, and, shortly afterwards, two vessels bound to the River Elbe, one a steamer and the other a sailing vessel, were lost or seriously injured through not knowing about the new light, although due notice of it was given. Some Foreign and Colonial Governments should really give longer notice of "intended lights or alterations;" sufficient notice is not always given. The first information often received is, "that the light is already exhibited." They would do well to follow the example of our own or the Netherlands Government. The latter has just altered the North Hinder Lightvessel from fixed to revolving, after having given notice since November 1875; and our own Trinity House have given notice of the intended alteration, in April 1877, of three most important lights, viz. the Caskets, and the Goodwin North Sand Head and Newarp Lightships; and it is to be hoped that this timely warning may prevent any loss of property, and perhaps life, through these changes.
—Yours, &c., CONSTANT READER.

London, July 15, 1876.

[The West Indies (Barbadoes) changes in the Lights should have been known; the alterations were advertised in due time in the *Shipping and Mercantile Gazette*, and Masters of ships should make themselves acquainted, before sailing, with the latest changes in Lights, Buoys, and Beacons. Volume III. of *Maritime Notes and Queries* contains an abstract of all the Notices issued by the Admiralty, the Trinity House, and by foreign Governments, up to the time of publication.]

LIMITED LIABILITY.

CO-OWNER'S LIABILITY OF £15 PER TON.

Sir,—1st. In a collision case, where lives and property are lost, a claim is made for 15*l.* per register ton. The wrongdoing vessel is owned by 32 individuals, each being a registered Owner of 2-64th shares. Can a demand be made upon any one individual Owner for the whole amount? 2nd. Has the Owner so claimed upon any remedy from his Co-Owners? 3rd. Sixteen out of the 32 Owners being persons of no capital or means of paying, are the remainder, who have already paid their proportion, liable for the amount not paid?—Yours, &c., EDWD. PORTER.

Fleetwood, March 1, 1877.

[1st. If the wrongdoing ship has been sold under an order of Court, and does not realise the 15*l.* per ton, the Co-Owners are severally liable for the balance. 2nd. The Co-Owner who may be made to pay the entire sum would be enabled to sue the non-contributing Co-Owners for their share and the costs of action. 3rd. The solvent Co-Owners would be liable to make good the proportions of the bankrupt Co-Owners.]

REGISTERED COMPANIES.

Sir,—1st. Being a shareholder in a company under the Limited Liability Companies Acts, where the shares are 12*l.* per share, 10*l.* being paid, with 2*l.* per share to call up, should one of this company's ships do damage to an amount of 70,000*l.*, calculated at 15*l.* per ton, company's capital being only 60,000*l.* when fully paid up, where would the suffering ship get the balance of 10,000*l.*? 2nd. Can they touch anything but the Limited Company's vessels after the shares are fully paid up? 3rd. If the nominal capital of a Limited Liability Company be double the amount of the shares that are issued, is the company liable for that part of the nominal capital unissued?—Yours, &c.,

A SHIPOWNER AND SHIP'S HUSBAND.

Fleetwood, March 10, 1877.

Sir,—As Limited Liability is becoming the order of the day here, myself and a few friends are about purchasing a ship, of 1,000 tons register, of 5,000*l.* value, for the Timber Trade; and, in order to protect ourselves as much as possible, we intend to register ourselves under the Limited Liability Act for that amount. Should our ship do damage to another up to 15,000*l.*, and sink herself, can the other Owners claim anything from us, our shares being fully paid up?—Yours, &c., A CONSTANT READER.

March 12, 1877.

[1st. Under the Joint Stock Companies Act, the shareholders in a duly registered Limited Company are only liable for the amount of their shares and the expenses of winding up. By the Merchant Shipping Act the liability of Shipowners is limited to 15*l.* per ton. We are of opinion that the Merchant Shipping Act would govern the case, and that the shareholders would be liable to the extent of 15*l.* per ton of gross register. 2nd. If this view of the law be correct, the company would be liable to a charge on the assets of the company for the balance found due to the extent of 15*l.* per ton; but if the company is bankrupt no further amount could be recovered. 3rd. The liability is on the shares issued and subscribed for, and not on the unallotted or nominal capital.]

TON OF REGISTER UNDER COLLISION.

Sir,—I have had a collision with a steamer. The steamer was to blame. 1. Can I not require more than a certain amount per ton register out of the steamer for damage done to my vessel? 2. If so, what is the amount? 3. From which ship's register is it to be reckoned—my ship's or the steamer's?—Yours, &c., A SHIPMASTER.

Bristol, Feb. 7, 1877.

[Under Section 54 of the Merchant Shipping Act, 1862, the gross tonnage is taken without deduction on account of engine room. The Owner's liability is limited to 8*l.* per ton in respect of loss or damage to ship's goods or merchandise or other things, and 15*l.* per ton where there is loss of life or personal injury. 3. From the register of the wrongdoing steamer.]

MASTERS AND MATES.

MASTERS AND PILOTS.

The recent Inquiry into the stranding of the *Monte Moro* (s) in the Bristol Channel, while in charge of a qualified Pilot, caused a renewal of the question as to the liability of a Master. One of the main points to be decided, said Mr. Hamel, who attended on behalf of the Board of Trade, would be as to how far the Master was exonerated owing to his having a Pilot on board. The *Monte Moro* was bound from Newport for Montreal with a cargo of iron, and struck on Copperas Rock, near Ilfracombe, on the morning of the 4th of August. In consequence of a strong W.S.W. wind and a rather rough sea, the Pilot in charge, after proceeding some time in mid-channel, stood over to the south shore to secure the shelter of the land, and the steamer was kept about half a mile off, more or less, in the smoother water. On rounding the Foreland, and

when near Highbeer Point, the Master thought the vessel was hugging the coast too closely, and he mentioned his suspicions to the Pilot. The Pilot said they had been closer, and that he was going outside a sunken rock and would then come in again to smooth water. He had been a Pilot, it appeared, for sixteen years, and had many times taken ships along the same course, and had piloted even a larger vessel in that track than the *Monte Moro*. The Copperas Rock has eight feet of water over it at spring tides, and there is a rise and fall of thirty feet in that locality. The steamer drew 17 feet 6 inches aft and 15 feet 6 inches forward. After striking she bounded off, but it was soon apparent that gaining the beach was the only possible expedient to adopt to keep her from sinking. As the fore part was filling, this had the effect of lifting her stern out of the water, and thus reducing the propelling power of the screw. The Pilot admitted his error, and attributed the accident to the Copperas Rock not being marked by a buoy. Had there been anything to show the position of the danger, it is not likely that the *Monte Moro* would have been steered in daylight over such a treacherous spot. He knew, however, the state of the tide and the estimated depth of water, but this did not prevent him from miscalculating the distance by a few yards. The Crew did not in any way contribute to the disaster, and therefore the blame rested solely with the Pilot if it is admitted that he was in uncontrolled charge. It was contended, however, in this instance, that the Master of a Shields steamship should know more of the intricacies of navigation in those parts of the sea than an experienced local Pilot. Mr. J. A. YORKE, the Stipendiary Magistrate, who presided at the investigation, said although he could not find any judicial decisions bearing directly on the point at issue, the current of authority seemed to him to establish two propositions—first, that when the pilotage of a vessel was rendered compulsory by Statute or otherwise, the Master was not liable for the conduct of the Pilot or the navigation of his vessel; and, second, that when the pilotage was not compulsory, although at common law the Pilot seemed to be the servant of the Owner, yet the Captain, in a case of extreme necessity, would not be justified in interfering with the duties of the Pilot; and he quoted the opinion of Dr. LUSHINGTON in the case of the *Maria*, that "it would be a most dangerous doctrine "to hold, except under the most extraordinary cir- "cumstances, that the Master could be justified in "interfering with the Pilot in his proper vocation." The certificate of the Master of the *Monte Moro* was returned to him. Had the Master taken upon himself the navigation of the ship when he mentioned to the Pilot the seeming too near proximity of the coast, and by mischance have navigated the vessel on to the rock, it is very doubtful whether he could have established the incompetency of a properly licensed Pilot; and, failing to prove his own superior knowledge over that of the Pilot, he might have entailed upon his Owners much costly litigation. The Judicial Committee of the Privy Council held, in the appeal of the *Rosetta v. the Calabar*, that it was the duty of the Pilot, and the Pilot alone, to determine the speed of a ship, and the speed is a part of the navigation. In sundry other cases the Admiralty Court has pronounced similar opinions. In no instance has the

MASTERS AND MATES.

Master of a ship been held blamable for the acts of a Pilot, unless he himself directly contributed to the loss or damage by not carrying out the instructions of the Pilot. There are, as a matter of course, exceptions to this rule, such as when a Pilot is inebriated or flagrantly neglects his duty. The Pilotage Authorities grant licenses to competent men to act as Pilots, and, unless in extreme emergency, we should say it is no business of the Master of a ship to discredit the skill of a Pilot, who may be totally unknown to him. In 1873, when Mr. MANSFIELD suspended the certificate of the Master of the *Dunmail*, the Mercantile Marine Service Association took up the matter, and, in reply to a letter addressed to the Board of Trade, the Society were referred to the correspondence between that Department and Mr. PATTESON, the Magistrate at Greenwich, as to the views of the Board on the respective responsibilities of Masters and Pilots. The Board said:—"It has "always been a question, even in Courts of Law, to "what extent the Master's functions are, or ought to "be, displaced by those of a compulsory Pilot; and "when a Court which does not sit merely to decide "questions of a civil or criminal liability, but which "is specially constituted as a 'Court of Inquiry' and "discipline, carries its deductions from the legal "rules," in exonerating the Master of the *Spindrift* for the fault of the Pilot, "it is time to ascertain "whether the consequences of the rule are such as "those deductions assume them to be." The Board did not, we should state, forward the exhaustive answer of Mr. PATTESON, nor did the administrators of the Merchant Shipping Act define when, and under what circumstances, a Pilot should be superseded. They could not, of course, guarantee the Owners of Ships whose Masters might run them ashore from their liabilities to the Owners of goods, much less could they undertake to pay the insurance on the vessels if the Underwriters—founding their refusal on the law in regard to Pilotage laid down by the Judges—declined to settle losses arising from an unqualified person (a Master) acting as a Pilot, when a duly licensed man was on board.—*September 9, 1876.*

LIABILITY OF SHIPMASTERS.

The liability of a Master for the repairs of a ship caused by collision in a foreign Port has been practically elucidated in the case of the *Limerick* (8), heard before Sir R. PHILLIMORE in the Admiralty Court, and subsequently in the Court of Appeal, and reported in our impressions of the 22nd of March and 4th of May. From the evidence it appeared that the *Sketty Belle*, of Swansea, was lying at anchor in the Port of Huelva, and was run into by the *Limerick*. In order to prevent the arrest of the steamer, the Captain, on the advice of the British Consul, entered into a bond whereby he bound "himself, Owners, Underwriters, "and all others concerned in his said vessel, to the "payment of the said damages, costs, detentions, and "expenses, in the manner and with the conditions" expressed therein. The *Sketty Belle* was temporarily repaired at Huelva, and on her arrival in the Mersey she was thoroughly rehabilitated. The *Limerick*, after her arrival in England, and preparing for a voyage to Dunkirk, was arrested on a mortgage suit, and also in two other causes, in the Admiralty Court: the Master, not being able to obtain his wages and

disbursements, applied likewise to the same Court, and the Registrar found that there was due to him the sum of 1,048*l.*, with interest from the date of the report, as well as the costs of the proceedings. The Registrar found also that the Master was entitled to have the sum of 200*l.* retained in Court to answer any claim against him under his bond in respect of the collision. A motion was subsequently made to vary the Registrar's report, upon the ground that the Master had made himself personally liable by giving a bond for the cost of the repairs to the damaged vessel, and therefore could not come upon his employers to repay the amount, in consequence of the injury having been done by himself, and not communicating with the Owners. The learned Judge did not decide the point as to whether the Master was personally liable or not, but he allowed the sum of 102*l.* 0*s.* 2*d.*, the cost of the repairs to the *Sketty Belle*, to be paid to the Mortgagee on security to abide any action in the cause. This, however, did not dispose of the bond, and on that point his Lordship said it was given by the Master in respect of the collision, and fell under the principle of equity, in the various cases decided in the Admiralty Court in which the Master, having acted *bonâ fide* for the purpose of getting the ship out of arrest in a foreign country to enable it to earn freight, is held not liable. "I "should think [said Sir R. PHILLIMORE] if he does "it for the benefit of the ship and the Owners, it "would be a hard thing to adjudge him to pay, and "to deprive him of the security which he otherwise "would have upon the ship. The 200*l.* must be paid "out of Court, and security given in case he is liable "to pay it. I am ready to make that qualification of "the Registrar's report, and I do not feel disposed to "go further." The Mortgagee of the *Limerick* appealed against the judgment of the Admiralty Court, and the cause was heard before the Court of Appeal, presided over by Lords Justices JAMES and BAGGALLAY and Mr. Justice LUSH. The Court held that, as regards the sum of 102*l.* incurred by the Master for repairs to the *Sketty Belle*, the Judge of the Admiralty Court had come to a right conclusion, for it was a debt contracted under such circumstances as to enable the Shipbuilders to elect whom they would sue; and they could proceed against the Master or the Owners. With respect to the bond, the Court held that an Agent could not charge against his Principal the money he may have made himself liable to pay by reason of his own wrong. It was his duty to remedy the mischief, and if, said their Lordships, he does not pay the money under a bond, it is impossible to allow him to sue his Principal for a sum, as though it were a regular disbursement for the ship, to meet an expense incurred by his own wrongful act. The appeal was therefore in favour of the Mortgagee as regards the 102*l.*, but not the 200*l.*, and without costs. Mr. Justice LUSH admitted that giving a bond in order to extricate the ship was the best thing the Master could have done for the Owners; and, if the vessel had been arrested, greater liability must have been incurred by the detention of the ship; but this prudent step did not necessarily relieve him of the consequences of his own wrongdoing.

This is one of the most important judgments as affecting Shipmasters ever delivered in a Court of Law. It may not violate the principles of Common Law, for though the Owner of a ship may be answerable to others for damage done by the acts of his servants in cases of collision, it does not follow that if a Master, without the sanction of his employers, gives security for payment of charges for repairs, he can afterwards recover from his Owners moneys for which he has become personally liable, and which may have been incurred through his own neglect or want of skill. This case is, it appears to us, a hard one for the Master of a ship: it places him in an exceedingly awkward predicament. The Master of the *Limerick* had the misfortune to let his ship, when under steam, foul a sailing vessel at anchor. In the absence of proof to the contrary, the Court took it as admitted that the accident was due to his negligence. The reason why the steamer ran into the sailing vessel was, to use the language of the Court, "left naked." He might have been re-examined on the matter, but was not. He might have pleaded that the damage was occasioned through inevitable accident, and so have endeavoured to prove his cause; but judgment has been left to go by default, and the liability so far admitted. He gave a bond for 200*l.*, and the Court has held that he is liable for the actual expenses of repair, which were 102*l.*, and covered by his security for a larger sum. This action establishes the rule that, if the Master of a ship runs his vessel foul of another and is held blamable for the collision, and has incurred liabilities towards the Owners of the other ship or material men as consequential expenses, he is responsible for all the work done by his authority, and he cannot afterwards recover the cost from his employers by any legal process.—*May* 23, 1876.

MASTERS AND MATES.

MASTERS' WAGES.—BANKRUPT OWNERS.

SIR,—I have been employed as Master of a small vessel for the last two years on monthly wages, but have never been settled with, and only received cash on account. On my return here a couple of months ago I found the Owners in a state of bankruptcy, and, in consequence, was put out of employment, and about 12 months' wages are due to me. What steps should I take to recover, and who is to pay, as the vessel is mortgaged to her full value?

St. Helier's, Jan. 16, 1876. A SHIPMASTER.

SIR,—I have been three years in command of a ship in the Foreign Trade, and returned home with the ship on three distinct occasions. The balance due to me on the three years represents 14 months' wages. My Owner is a bankrupt, and the ship is mortgaged to her full value. Can I claim the whole of my wages on the ship, or is it, as I am told, that I have but preference of the amount on the ship or Mortgagee for the last voyage, which lasted six months?

Jan. 17, 1876. A SHIPMASTER.

[Application should be made to the Court for an order of payment. For wages earned before a Mortgagee takes possession the original Owner is liable, and for wages running after the Mortgagee takes possession, the latter is liable. In any case the Master has a lien on the vessel, before or after her sale, for his wages.]

DISMISSAL OF MASTER.

SIR,—A steamer was laid up for repairs of boilers, and the Master was kept by her for 10 weeks in painting and other work. He went home on Saturday night, and on going on board again on Sunday morning he found a new Crew on board, who were getting the steam up. Can he recover his wages and disbursements, as he has had no discharge from the boat? As a rule of the Port says a week's notice is

required on both sides, what action should be taken, and what amount can he claim?—Yours, &c.,

Swansea, Nov. 24, 1876. A STEAMBOAT MASTER.

[As the Master remained in the employment of the Owner, and attended to the vessel while under repair, he would be entitled to his wages, and food money if stipulated for, at the weekly amount agreed upon; and if there was an understanding that a week's notice only should be given, he would be entitled to an extra week's pay instead of the usual notice.]

DISMISSAL OF MASTER.

SIR,—My vessel was bound from Peru to Falmouth for orders, and arrived at the latter Port on the 18th of November this year, when I received orders to discharge at this Port, where I arrived on the 27th ult., and found myself superseded by another Master without a moment's notice, although he had been engaged by the Owners previous to my arrival at Falmouth. The Owners then sent me instructions to pay off the Crew, and proceed to Liverpool to settle up, but forbade the Agents to allow me to draw any money to pay the Crew's bills at Falmouth, or for the wages &c. due to a deceased Seaman, which should be paid to the Consul here; and the Agents consequently refused to advance cash, thus leaving me without a farthing at the present time, but being still responsible for the Falmouth accounts. This has been done, although their own accounts show a balance now due to me of 56*6l.*, which, however, I refuse to accept as correct. In the account rendered me they only credit me with wages up to the 28th ult.—viz. the day after arrival here—and although my detention here has been caused by the instructions given their Agents respecting the advances. I may also mention that my salary was $1,200, Canadian currency, per annum, from the 13th of October 1874. 1st. Can I be legally discharged in the above manner without a right to compensation? 2nd. Am I not entitled to wages and expenses up to time of settlement here? 3rd. Can I not claim for the wages due on the remaining portion of the year now commenced, i.e. up to October 1877?—Yours, &c.,

Antwerp, Dec. 22, 1876. MASTER MARINER.

[1st. The Master of a ship, if wrongfully dismissed, would be entitled to compensation; but without a knowledge of all the facts of the case, we could not say whether or not the dismissal was justifiable.—(See leading article in the *Shipping and Mercantile Gazette*, Oct. 17, 1876; the Galicia, Liverpool Assizes, *Shipping and Mercantile Gazette*, Dec. 13, and "Wallis *v.* Neill," Belfast Recorder's Court, *Shipping and Mercantile Gazette*, Dec. 14, 1876.) 2nd. For every day, not exceeding ten, during which payment is withheld double wages may be claimed (Sec. 187, Merchant Shipping Act of 1854), unless such allowance would be unjust and inequitable.—(The Princess Helena, Admiralty Court.) In a suit for his wages, the Master, under Section 191 of the Merchant Shipping Act, 1854, has the same rights and privileges as Ordinary Seamen, and is in such a suit *primâ facie* a necessary witness, and entitled to compensation for board and loss of time.—(The Olive, Admiralty Court, Dec. 8, 1857.) 3rd. This would depend upon the terms of employment, and would rest with the Court to determine.]

MASTER'S LIABILITY FOR DAMAGE.

SIR,—Thanks for your reply to my inquiry, published in the *Shipping and Mercantile Gazette* of the 12th inst. I cannot see, however, how you can bring the loss to the blame of the Master, seeing that he received a certificate from the Admiral stating that he (the Captain) was not to blame, and that the loss was entirely due to stress of weather; and the case was therefore decided against the yacht on account of the Owner refusing to allow the Master to bring the yacht up as directed by the Harbour Master, the Owner giving to the Master orders where the yacht should be brought up. Had the yacht been brought up as ordered by the Harbour Master, the Owner would have been free from any loss sustained, but, being Owner, the sailing Master was obliged to obey his orders, for no immediate danger was apprehended at the time. The gale came on at midnight, when the casualty happened. G. D.

West Cowes, June 13, 1876.

[It was said that the yacht was held to blame by a Court of Law. That would govern the case, and the certificate of the Admiral could not override the judgment of a Court of Judicature. When a Master is held blamable, and he pays money as compensation for damages incurred, he cannot sue his employer to recover the amount so paid. "G. D.," however, puts a different complexion on the case by stating that the Harbour Master gave instructions where the yacht was to be anchored, but the Owner would not allow the Captain to bring up as directed, and as he wished. If the Owner, therefore, assumed the management of the vessel, the Master might be able to obtain repayment of the moneys disbursed by him on account of an accident happening from causes beyond his control.]

MASTER'S LIABILITY FOR DAMAGE.

SIR,—A lighter was lost at Corfu in 1862, and a yacht was charged by the Owner of the lighter for the loss of the lighter, but her Owner disputed the claim. A lawsuit ensued by the Owner of the yacht in the Master's name, and the case was decided against the yacht. The yacht paid all expenses on his own side, but left without paying the Owner of the lighter. The Captain of the yacht was at Corfu in February last, and was compelled to pay. Can the money be recovered from the Owner of the yacht? The Captain received a certificate from the Admiral's ship at the time, stating that no blame was attached to him. G. D.

Cowes, July 9, 1876.

[If the lighter was lost through the fault of the Master of the yacht, and he has paid the costs and damages, he cannot recover the same from the Owner of the yacht.—(See the "Sketty Belle *v.* the Limerick," Court of Appeal, reported in *Shipping and Mercantile Gazette*, March 22, and leading article of May 28, 1876.)]

ARBITRATION AND MASTER'S WAGES.

SIR,—My Owner having refused to pay me the balance of my account at the termination of the voyage, he referred it to arbitration; and accordingly a document was drawn up, signed by the Owner and myself, and because the case was decided in my favour he refused to abide by the award. Can I not recover from him double pay for the time lost?

Swansea, June 10, 1876. ANXIOUS.

[Our Correspondent should get the award made a rule of Court, and then judgment would be entered in his favour. If, however, the agreement of reference was not so drawn as to be enforceable, our Correspondent would be at liberty to take other proceedings for the settlement of his case. While waiting proceedings, compensation would be due.]

MASTERS AND HALF SHARES.

SIR,—An Owner buys part cargo abroad, and, when brought to this country, it turned out a loss. I, as Master, sailing on half share, am charged half of the loss, on the pretence that the cargo was bought for the ship's benefit to get the ship home. I had no hand in the buying or selling of the part cargo. Being charged with half the loss, can I recover that half which is stopped against me?—Yours, &c.,

Sept. 7, 1876. SUBSCRIBER.

[If it was no part of the agreement that cargo was to be purchased on the ship's account, the Master would be entitled to be repaid the sum deducted on the loss between the buying and selling prices.]

MASTERS AND ENGINEERS.

SIR,—1st. Who is supposed to have charge of the working and usage of all the steam machinery and boilers on board a

MASTERS AND MATES.

ship, for I daily find the machinery of some of our fine steamers suffer severely, when on a voyage, owing entirely to the misunderstanding that exists between the Master and Engineer? 2nd. Is an Engineer not justified in overhauling and repairing the different parts of the engines and boilers, also in ruling his own working hours in harbour, without being informed by the Master that he has to work so many hours per day—that is his rule aboard of this packet &c.? 3rd. What is the use of the Board of Trade certificates of competency granted to Engineers if the Master is allowed to go into the engine-room at sea and order the Engineer to do certain things to the engines? If the Engineer, knowing the Master's ignorance about the matter, refuses to obey his orders, whereby the Master knocks him off duty, and orders him out of the engine-room to his cabin, who is held responsible for the working of the engines and boilers for the remainder of the voyage? 4th. Is an Engineer not master of the engine-room and stokehole, so far as the working of the engines and boilers are concerned, without being continually pestered by the Master going down and finding fault about things that are totally foreign to him? 5th. Are any of our Shipmasters qualified to test the abilities of an Engineer over the heads of the Board of Trade Examiners?—Yours, &c.,

London, August 29, 1876. AN ENGINEER.

[1. The Master is in command of the ship and everybody on board, and the Engineer, as his subordinate, has charge of the machinery, boilers, and everything in connection with the propelling power. 2. An Engineer might be, and no doubt is, competent to overhaul machinery and regulate the working hours of the men under him; but as there cannot be two persons in one vessel supreme and independent of each other, the orders of the Master must prevail and be obeyed. 3. The ignorance of the Master would have to be proved, and the conduct of the Engineer justified. If the Engineer is ordered off duty, he would not be answerable for the working of the engines for the rest of the voyage. 4. The Engineer cannot supersede the authority of the Captain in any part of the ship—not even in the engine-room. 5. There are Masters who have passed examinations in steam, but whether they possess the professional abilities of skilled Engineers must depend upon experience and intelligence.]

MASTER'S PASSAGE HOME.

SIR,—A vessel was totally lost in a foreign country, and the Master's passage home in a passenger ship cost 15*l*. Are the Owners liable, or must the Master pay it himself?—Yours, &c., A SHIPOWNER.

Feb. 7, 1877.

[The Master would have to pay his passage home.—(See the question specially treated at page 208, *Maritime Notes and Queries*, Vol. I.)]

COLONIAL MASTER'S PASSAGE HOME.

SIR,—If a ship belonging to the Dominion of Canada is sold in England, and if the Master was engaged at a Port in the Dominion by the Owners to sail the ship, without any definite agreement as to the time his service should end, can the Master legally claim payment of his passage back to the Dominion?—Yours, &c., A SHIPMASTER.

Feb. 22, 1877.

[If our Correspondent was engaged for the voyage or run to England, and the vessel was sold, he would not be entitled to his passage home. On the other hand, if the engagement was not for the voyage, but for an indefinite time, he would be entitled to a reasonable notice, or compensation if wrongfully dismissed.]

CERTIFICATED MASTER IN COASTING TRADE.

SIR,—Can a Captain in the Coasting Trade, having a Board of Trade certificate, be made amenable to an inquiry for drunkenness and other misconduct whilst in charge of a vessel and cargo? A SUBSCRIBER.

Cork, Jan. 7, 1876.

MASTERS AND MATES.

[If the Board of Trade, or any Local Marine Board, has reason to believe that any Master or Mate is, from incompetency or misconduct, unfit to discharge his duties, an inquiry may be ordered.—(Section 241, Merchant Shipping Act, 1854). If the misconduct is proved, as stated in par. 1 of Section 242, the Local Marine Board may cancel or suspend his certificate.—(Par. 1, Sec. 23, Merchant Shipping Act, 1862.)]

MASTER'S COMMISSION ON FREIGHT.

SIR,—A vessel was chartered to go from England to America, and back to France. The Master had 4*l*. per month and 5 per cent. on her gross freight. If all had gone well she would have grossed 800*l*., but it so happened when she arrived in America, the Port being a bar harbour, in consequence of the heavy rains, the sand on the bar had so increased that it was impossible for her to get in, and very dangerous to lay outside. The Master, on looking at his Charter-party, found the clause "So near as she can safely get" struck out. He then found he was in the hands of the Agent, who got the Master to sign an agreement to go to a safe Port not far off, and the cargo was there taken from the ship in barges, and the freight taken to the ship in the same, at a cost of 12*s*. per ton each way. The consequence was the gross freight on the round voyage, instead of being 800*l*., was not quite 600*l*. Under the circumstances, is the Master entitled to his 5 per cent. commission on the 600*l*. really grossed, or on the 800*l*. which she would have realised but for the circumstances named?—Yours, &c., TIMON OF ATHENS.

March 30, 1877.

[There was a contract to pay 5 per cent. commission on the gross freight. The gross freight was 800*l*., and therefore the percentage would be payable on that amount.]

MASTER AND POWER OF ATTORNEY.

SIR,—A and B own equal shares in a British vessel. A is the registered Owner in the books of the Registrar-General of Shipping. Can B go to a foreign Port, and (A consenting) remove the Master without a power of attorney from A?—Yours, &c., CO-OWNER.

Newquay, Aug. 14, 1876.

[Owners of ships may remove Masters without power of attorney. The Consul would have to endorse on the Certificate of Registry the change of Masters.—(Section 46, Merchant Shipping Act, 1854.) Wrongful dismissal would give the displaced Master a claim for compensation.]

FRAUD OF MASTER.

SIR,—The Captain of a barque trading in the Foreign and Coasting Trade wrote to his Owner that he got his vessel on shore during the voyage, and that he paid a steamer a large sum for taking her off. This amount he has charged in his book, and has produced a bill with a stamped receipt thereon in proof of payment. The Owner has made inquiry, and learned that the Captain's statement is not correct. The *Shipping and Mercantile Gazette* has been examined, and no report of such an occurrence appears in it. A further inquiry is being made. Should the report of the Captain be incorrect, what is the law on such an act, and the punishment?—Yours, &c., SHIPBROKER.

April 1877.

[If the Master of the ship has forged a receipt and represented that it is the genuine receipt of a Tugowner for moneys paid, that would be a criminal act, for which proceedings might be taken before a Magistrate.]

ILLNESS OF MASTER.

SIR,—The Captain of a ship, while lying in Trinidad, was taken ill, and called in a doctor, whose charge for several days was $5, with medicine, in addition, $2 70c. He was, however, compelled to go into hospital, and incurred $3 more expense, which sum of $10 70c. the Owner refuses to pay. Is

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he liable? At the same Port, three of the Crew were charged with stealing cargo, and the Captain employed a solicitor to prosecute them, for which he incurred a charge of £11 24c., which sum also the Owner refused to reimburse to him. Is the Owner or the Captain liable in the above cases?

London, June 12, 1876. J. B.

[The expenses of all medicines and surgical aid given to any Master while on board his ship must be paid by the Owner; and if a Master is removed from his ship for the purpose of preventing infection, or otherwise for the convenience of the ship, and afterwards returns to his duty, the charges also fall on the Owner. The legal expenses incurred in punishing the men who committed theft must be borne by the Owner.—(See Section 228 of the Merchant Shipping Act, 1854.)]

WRONGFUL DISMISSAL.

SIR,—I proceeded from this Port recently as Master of the steamer ——, of Hull, bound to Bilbao. I am also Part-Owner of the ship to the extent of 8-64ths, two Co-Partners owning the rest of the vessel between them. In attempting the return passage from Bilbao, a heavy swell being on, the ship struck the bar, and the vessel sustained damage, which caused her to make water rapidly, so rapidly that the five pumps, injection bilge, and donkey, had to be kept constantly at work. The entire Crew, Mates excepted, refused duty, and compelled me to put the ship back, when she was discharged, and a hole found about 2½ inches in diameter in the garboard streak. I direct your attention to the declaration made by the Engineers before Her Britannic Majesty's Consul at Santander, to the effect that the water increased from 19 inches to 24 inches upon the pumps being eased 15 minutes only. My Co-Owners blame me for putting back, which I contend I was compelled to do under the circumstances, and wish to deprive me of my situation as Master, without paying me the value of my 8-64th shares, which I am willing to accept. In the face of all the above facts, can they discharge me? If so, can I recover damages, or having possession of the ship's papers, can I hold possession? I have consulted a solicitor, who is unable to advise me on the matter.—Yours, &c.,

Newport, July 25, 1876. R. B. TOMLINSON.

[Under the circumstances mentioned, no limitation as to time or voyage having been entered into, we are of opinion that our Correspondent is entitled to compensation for wrongful dismissal. — (See the case of the "Northumbria," Admiralty Court, London, July 18, 1876.) The Master must not hold the ship's papers, and if he does not give up the certificate of Registry he would be liable to be fined.]

WRONGFUL DISMISSAL.

SIR,—I have been discharged in a Continental Port without knowing the cause, and refused a settlement of my account. I protested against the Managing Owner's treatment, and proceeded to England, and again tendered my accounts with the same result. Being Part-Owner, and the ship under Average, can I claim for loss of time and expenses? If so, at what rate? The ship is 500 tons register, and employed in the Mediterranean trade.—Yours, &c.,

Whitby, Sept. 18, 1876. A SHIPMASTER.

[Being Part-Owner and the ship under Average has nothing to do with the right of an employer to dismiss his servant. If our Correspondent has been dismissed before the termination of his engagement, and without notice, he would be entitled to compensation, and he might take proceedings in the County Court.]

MASTER DECLINES TO DISCHARGE CREW.

SIR,—One of my vessels was delayed in a Home Port for repairs, and I wired the Captain to discharge all the Crew. He wrote stating that it would be better to keep one or two of them on pay; but, if not, he could employ men from the shore to do any work that might be required. I sent him no reply, but went to the Port myself. On going on board the vessel, three days after giving the order, I observed the Crew on deck, and the Master said, in explanation, he had no cash to pay them with, that he had not discharged them, and would insist on full pay for them. Can the Captain insist on keeping the Crew on contrary to instructions? My agreement with him was for him to be paid at and after the rate of 24*l.* per month to find the Crew and sail the ship.

Jan. 18, 1876. A SHIPOWNER.

[If the Master entered into an agreement with the Seamen to find them provisions, or to pay them an allowance instead, and was authorised to constitute himself the hirer of the Crew, there might be a question as to whether he could not keep the men on. As a rule, the Master of a ship is bound to obey any lawful commands of his employer, and if he does not do so may be superseded and made liable for his wrongful acts. If the Crew are the servants of the Master, they would be subject to his instructions.]

MASTER LEAVING WITHOUT NOTICE.

SIR,—About 18 months ago I engaged a Master for one of my vessels (133 tons register, employed in the Coasting Trade of the United Kingdom) at so much per month wages, he settling up accounts of disbursements, &c., at the end of each voyage, at this Port. About a month ago the above Master settled up his accounts with me, and in about 14 days afterwards he chartered the vessel for a cargo of slates, loaded her, engaged the Crew on the articles for the voyage, and signed the Bills of Lading. Without giving any previous notice, the Master left my vessel and took charge of another. Now he has sent me a bill for wages from the time of settlement to the time of leaving. Can he claim this? Ought he not to perform the voyage after signing the Bills of Lading? Can I not bring an action against him, and in what manner? —Yours, &c., A SHIPMASTER.

Caernarvon, April 2, 1877.

[The Master having left the ship when the vessel was loaded and ready for sea, without having given any notice, should be left to his legal remedy to recover his wages. If any loss has accrued in consequence of the Master's refusal to go to sea, he would be liable, and might be sued for the same.—(See leading article in *Shipping and Mercantile Gazette*, Oct. 17, 1876.)]

CERTIFICATES OF COMPETENCY.

SIR,—I have served five months and a half as First Mate in a square-rigged sailing ship, and 12 months First Mate in a steamship. Can I present myself as a candidate to pass for Master in the Merchant Service, or is it compulsory now to have the 12 months' servitude as First Mate in a square-rigged vessel?—Yours, &c., MATE.

London, March 2, 1877.

[The year's service in a square-rigged ship is not dispensed with. When an applicant for a certificate as Ordinary Master has only served in a fore-and-aft-rigged vessel, and is ignorant of the management of a square-rigged vessel, he can only obtain a certificate for fore-and-aft-rigged vessels. A Mate must have served one year as First and one year as Second Mate, and have been six years at sea. Our Correspondent is not eligible for a Master's certificate for square-rigged ships unless he can prove his competency and service.]

CERTIFICATE OF CHARACTER.

SIR,—Can a candidate, possessed, say, of an Only Mate's certificate, pass his examination of competency for Master without a written testimonial as to sobriety &c. from his last Master or Owner, even though they gave him a certificate of discharge for V.G. for conduct and V.G. for ability? —Yours, &c., T. H. W.

April 7, 1877.

["Testimonials of character and of sobriety, experience,

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ability, and good conduct on board ship, will be required of all applicants."—(Board of Trade Instructions to Examiners.) There is no law to compel a Shipowner to grant special testimonials, but they are expected to be produced. "V.G." for conduct ought, however, to be a sufficient testimonial for sobriety.]

CERTIFICATES OF SERVICE.

SIR,—Is there any change in the law with regard to certificates of service? or is a person (holding a certificate of service) who has served as Master in a Foreign Trade prior to Jan. 1, 1851, still entitled to serve in such capacity?—Yours, &c., A SUBSCRIBER.

Oct. 18, 1876.

[There has been no change in the law. The certificate of service is still good.—(See leading article in *Shipping and Mercantile Gazette*, of July 14, 1875, reprinted on page 162, *Maritime Notes and Queries*, Vol. III.)]

AUSTRALIAN CERTIFICATES OF COMPETENCY.

SIR,—Is a "Board of Trade certificate of competency as Master" available for the Australian Coasting Trade, or is there any Colonial law enforcing the necessity of obtaining a Colonial certificate? C. C.

London, May 18, 1876.

[The Colonial authorities of Australia have their own laws, but they have not excluded Masters who hold certificates granted in the United Kingdom from commanding vessels in their Coasting Trade.]

COUNTY COURT SUMMONS ON SEAMEN.

SIR,—I shipped a Crew on a six months' agreement, they agreeing to supply their own provisions. I had a verbal agreement with the Officers to supply them at the rate of 2*s.* daily. The engagement expired and the crew were paid off, with the exception of the Mates, who refused to accept the balance of their wages (the 2*s.* daily being deducted). They summoned the Owners for the whole amount of wages, and got it with costs. I am informed by the Magistrates that my only way of recovering the amount due for subsistence of the Officers is by a County Court summons. I obtained this, which is returnable 33 days after date. How am I to recover the amount if they are gone to sea and do not answer to the summons? ZIMI.

Jan. 17, 1876.

[If the men were within the jurisdiction of the Court when the summons was served upon them, the judgment of the Court would be pronounced in their absence, for the non-appearance would be contempt of Court. If the defendants have any goods within the district, the same could be attached; or, if they return within the jurisdiction of the Court, they could be made to pay if they had wages to receive, or the means of settling the claim.]

CASH DEMURRAGE PAYMENT.

SIR,—My Charter-party states that ship is to receive —— pounds sterling per day for each and every day's Demurrage. I received my Demurrage, not in sterling, but by a bill on Valparaiso, where the loss in exchange in remitting to my Owners amounted to 18*l.* Who should suffer this loss—myself for accepting such a settlement, or my Owners? or can I come upon the Consignee abroad, or the Charterers, to make good the same?—Yours, &c.,

SHIPMASTER.

Swansea, Dec. 27, 1876.

[The Master had no power to alter the terms of the Charter-party, which was for cash in sterling day by day. The Owner could repudiate the acts of the Master, and claim all loss resulting from the rate of exchange. In the event of the Owner failing to recover the difference from the Consignee, the Master might be made liable.]

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COMMISSION AND REPAIRS.

SIR,—A Master is engaged at certain wages per week and 10 per cent. on the net earnings of vessel. The ship is laid up a considerable time for general repairs. Is it right that the cost of such repairs should be deducted from the net earnings, thereby reducing the commission very considerably; and is it right that repairs of any kind should be so deducted?—Yours, &c., INQUIRER.

Plymouth, Aug. 5, 1876.

[The cost of repairs would fall on the Shipowner, and the Master would be entitled to his full commission.]

DETENTION.

SIR,—I have sailed a schooner lately by shares, and have put into a discharging Port. After communication with the Owner I received instructions not to Charter the vessel until I heard further from him. I was kept and detained like that for some days, and not at liberty to charter the vessel, which caused a great loss to me. I had five hands besides myself to find in food and wages, at a cost of about 20*s.* a day. Can I legally claim compensation from the Owner for being so detained? The vessel was on sale but was not disposed of at that Port.—Yours, &c., MASTER MARINER.

Dublin, Oct. 26, 1876.

[If our Correspondent was prevented by the Owner from carrying out the agreement he would be entitled to compensation for the loss incurred by him under the breach of contract.]

ENGAGEMENT AND GRATUITIES.

SIR,—1. A Shipmaster is sent out to a foreign county to take command of a vessel at say 15*l.* wages per month, the Owners to pay all travelling expenses out and home, back to the place from whence he started, in case he should not stop in the vessel. After arrival in the United Kingdom the Master goes another voyage in the vessel, no alterations having been made in the former verbal agreement, but after another return to the United Kingdom the Owners change Masters. Are the Owners after this second voyage bound to pay the Master's travelling expenses to the place from where he started? 2. Under the different charters he has fulfilled during his command in this vessel, some have the clause of so much freight per ton and say five guineas gratuity, and one the clause of so much freight, and say 5*l.* 5*s.* gratuity to the Master if the cargo is delivered in good order, there is no agreement with the Master as to gratuities. Can the Master claim all such gratuities, or which of them?

Paisley, Jan. 24, 1876. INQUIRER.

[1st. If a Master has made one voyage under a written agreement, and is continued (verbally) in the service of the Owner, the law presumes that the conditions of engagement entered into on the first voyage extend to the succeeding and all other voyages performed without a new agreement.—(The "Gananoque," Admiralty Court.) The Master, therefore, would be entitled to his travelling expenses home. 2nd. Where in a Charter-party it is stipulated that a gratuity is to be paid to the Master, and is not so paid to him by the Charterer, but is paid to some one else, the party receiving it on account of the Master may be sued and made to refund it.—(See pages 14, 15 and 77, *Maritime Notes and Queries*, Vol. I.)]

MEDICAL EXPENSES.

SIR,—A Master of a foreign-going ship was taken ill whilst on an outward passage. The vessel put into a Port, and after the Master had undergone medical treatment for a few days, he was pronounced well enough to proceed on with the ship. The doctor having prescribed medicine to be taken occasionally whilst at sea, and the same not being in the medicine chest, who has to pay for the medical treatment and the hospital charges—the Captain or the Owners? If the Owners are exempt why is it that the Master is not to have the same privilege as a Seaman?

Plymouth, Feb. 21, 1876. AN INQUIRER.

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[The medical and hospital expenses would fall on the Master. The expenses of all medicines given to any Master whilst on board his ship are defrayed by the Owner.—(Par. 8, Sec. 7, Merchant Shipping Act, 1867.)]

PERCENTAGE AND EARNINGS.

SIR,—A Master of a trading steam-vessel is engaged at —— per month and a percentage on the net earnings. In the event of any repairs being required, ought he to suffer any reduction from his percentage? What is really meant by agreeing with Owners "on the net earnings" in addition to wages?—Yours, &c., PLYMOUTH.

Plymouth, May 8, 1877.

[The net earnings of a ship is the amount of freight left when the expenses for the voyage have been deducted, or, in other words, the profits of the voyage. Repairs do not come under the head of voyage expenses.]

LEAVING THE SHIP.

SIR,—A Captain, sailing a ship by thirds, joins her in a British Port without any agreement as to where he is to leave her. Can he legally leave her in a French Port, and put the Owner to the expense of sending another Captain to fetch her home, without being liable for the expenses?—Yours, &c., INQUIRER.

Goole, Feb. 7, 1877.

[The Master hired the vessel, and agreed to command her on receiving a portion of the earnings. He could, therefore, be sued for breach of agreement.—(See pages 33, 125, 214, and 216, *Maritime Notes and Queries*, Vol. I.)]

WAITING TURN.

SIR,—A Captain was placed in charge of a coaster to sail on two-thirds of the earnings of the vessel, the Owner paying wear and tear, the Captain paying wages, Port charges, and victualling. The vessel remained without a cargo for six or seven weeks, and the Captain made a claim of 21*s.* a week for the time he was idle, although he was waiting his turn. Has he a legal claim for the payment of wages for the time he is waiting for a cargo?—Yours, &c., CYMRO.

Caernarvon, Dec. 12, 1876.

[The Master who sailed the vessel by thirds would not be entitled to weekly wages while waiting turn for cargo; but if the ship was unreasonably detained and Demurrage was payable he could claim his share of the compensation.]

SAILING BY HALF.

SIR,—I sailed a coasting schooner by share, and had to put into Ramsgate Harbour through stress of weather. The vessel had to undergo repairs in that Port for some days. Under these circumstances, can I claim from the Owner my increased expenses towards food and wages; and, if so, to what extent?—Yours, &c., MASTER MARINER.

Caernarvon, Nov. 15, 1876.

[The Shipowner lost the services of his ship during the time spent in repairing her, and our Correspondent lost the extra charges for wages and provisions. It was a contract he entered into, and the Master would have no claim for compensation where the Owner has not been compensated.—(See letter, page 164, *Maritime Notes and Queries*, Vol. II.)]

SAILING BY THIRDS.

SIR,—I have for some time sailed a vessel by thirds, the mast of which, being of insufficient size, was carried away. She was towed into an intermediate Port, and detained two months through the Owner not finding material and settling accounts. The vessel was fully insured. Have I any claim for this delay? if so, what can I legally demand?—Yours, &c.,

Plymouth, Dec. 5, 1876. SHIPMASTER.

[As regards the alleged insufficient mast, if the vessel was unseaworthy from that cause within his knowledge, the Master acted in contravention of the Merchant Shipping Act in taking her to sea, and he would find it difficult to obtain compensation. The Master, however, would be entitled to it if the vessel was unreasonably detained in Port, and the Owner undertook to keep her in repair.]

SAILING BY THIRDS.—LOADING PORT.

SIR,—I am a Captain in the coasting trade, sailing my ship by the thirds. After discharging the cargo at the Port according to Charter, I received instructions from the Owners to leave the ship on arrival at the North. The ship was half ballasted at the time. I had no agreement, when I joined the ship, to take her or leave her at any Port by paying my thirds by the voyage. Am I bound to take her to the North; or can I leave her where she now lies?—Yours, &c.,

Southwold, Jan. 12, 1877. A SHIPMASTER.

[As the voyage would not be complete until the return of the vessel to her loading Port, we are of opinion the Master would be bound to take her there. Her return to that Port would terminate the voyage and the agreement.]

SAILING BY THIRDS.—FREIGHT.

SIR,—The Captain of a smack sailing by thirds made three or four voyages coasting, and one to the Continent, contrary to my instructions to him, keeping all the freights himself, and refusing, on returning, to produce any accounts, or hand over my share of the earnings. Since his leaving he has gone as A. B. in another vessel. Could you advise me as to the best means of taking proceedings against him to recover my right share of freights?—Yours, &c.,

Plymouth, Feb. 14, 1877. A SHIPOWNER.

[The Master might be sued for moneys had and received by him on account of the Owner.]

MATE ACTING AS MASTER.

SIR,—Am I entitled to wages of the superior rank, and, if so, what, under the following circumstances?—Sailing from an East India Port as Second Mate of a rice-laden barque, the Chief Mate in September last was lost overboard, whereupon I took his duty for the remainder of the voyage, until, eventually, the Captain had his right arm broken by a heavy sea striking the ship. After this, he being quite disabled and obliged to keep to his state-room, I was practically in command until we reached a Channel Port, after encountering the recent terrific gales, through which the ship suffered heavy damage, arriving very leaky. The weather during the latter part of the voyage was such that our final safe arrival is matter for satisfaction. By multiplying words I might give a fuller description of the value of my services, but I think I have said enough. Favour me with your views as to my legal position.—Yours, &c., MATE.

Cowes, Jan. 4, 1877.

[Our Correspondent would be entitled to wages as Chief Mate from the time he undertook the duties of the First Officer. As to extra remuneration for performing the duties of Master, Mr. Justice Willes, in "Hanson *v.* Royden" (Common Pleas, Nov. 20, 1867), said:—"The contract in a Mate's articles as to pay would be varied from the time his position became permanently altered to that of a Master, although he might be responsible without extra pay for all reasonable duties in the temporary absence of the Master, or under other exceptional circumstances." We are of opinion, therefore, that if our Correspondent undertook the command and navigated the ship, he would be entitled to increased pay from the period the Master was disabled.]

MATE PROMISED A SHIP.

SIR,—I was Mate of a vessel some time ago, which was afterwards lost, and there was some trouble in the Owners getting the insurance. Being a particular party in the event

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of a trial, the Owners required me to proceed to London. I, being in charge of a ship, would not attend until they guaranteed me a ship by wire, and I still hold their telegram. After the matter was settled, there was a ship vacant belonging to the same firm, and shortly afterwards another vacancy, but they never offered me any employment after losing my vessel, besides three months' time. Can I not claim damages from them?—Yours, &c., A SHIPMASTER.

Swansea, July 7, 1876.

[The telegram would be evidence of contract. Verbal messages are not allowed to be taken or forwarded. If the Owner declines to find our Correspondent a ship, or to make adequate compensation for loss of time, he may be sued for damages in the County Court.]

MATE'S WAGES OVERPAID.

SIR,—A Master discharged a Mate from a vessel in a Port in South America, paying him all the wages due to date without deducting any for the allotment that the Owner has been paying the Mate's wife at home. The Master also neglected to advise the Managing Owner of the Mate's discharge, and the Owner paid four months' allotment which were not due. Who should bear this loss? I believe the Mate to be too poor to reimburse the amount. E. R.

Liverpool, Oct. 6, 1877.

[The Master would be liable, under the circumstances mentioned, for paying wages without deducting the amount of the Allotment Note, and for the sums overpaid to the Mate's wife through his neglect in not advising his Owner of the Mate's discharge.]

MATE LANDED ILL.

SIR,—I was sent to the Continent by a Broker to assist a Captain in conducting his ship to Cardiff, signing as Mate on the Articles at a certain sum for the run to the above place. On arriving in Margate Roads I was so ill through exposure and the bad weather that I could not proceed any further with the ship. I went on shore and came to London with the Captain's consent. What amount can I claim for my services?—Yours, &c., A MARINER.

Jan. 25, 1877.

[If our Correspondent signed Articles as Mate to go by the run from a Continental Port to Cardiff, and could not fulfil his engagement, he would be entitled to *pro rata* wages up to the time of landing at Margate. What proportion of the fixed sum that would amount to must depend upon the special circumstances of the case, which have not been disclosed to us.]

MATE DETAINED BY CONSUL.

SIR,—I have made a voyage in a ship from Liverpool to South America and back to a French Port, where I was discharged with a sore sprain on my wrist. My certificate is detained by the Consul because a boy was lost on the passage home, whom I allowed to go on the leech of the foresail to fix the bowline-bridle. He was over twenty years of age, and had been twice round the Horn previously. What appeal have I from the British Consulate, and who should pay for my detention?—Yours, &c., CHIEF OFFICER.

April 16, 1877.

[If our Correspondent's certificate has been wrongfully detained, he should apply to the Board of Trade. A Seaman of 20 ought to have known that the sail might shiver, and that he should have had a rope round his waist, secured to the yardarm, to prevent him from being shaken off the leech.—(See leading article in *Shipping and Mercantile Gazette* of Nov. 9, 1876, and pages 54 and 145, *Maritime Notes and Queries*, Vol. I.)]

SECOND MATE'S CERTIFICATE.

SIR,—A person having been a short time at sea, but possessing a good and comprehensive idea of Seamanship, and a thorough knowledge of Navigation, desires to obtain a Second Mate's Certificate. Can he do so?—Yours, &c.,

Cardiff, Feb. 22, 1877. A CAPTAIN.

[If the person referred to has been four years at sea, and is over 17 years of age, and can give satisfactory answers in Seamanship as to the rigging and unrigging of ships, the stowage of holds, the measurement of the logline, glass, and leadline, and rule of the road, he may obtain a Second Mate's certificate, provided he can also pass in Navigation. (See pages 145 and 209, *Maritime Notes and Queries*, Vol. I.)]

ENGAGEMENT BY VOYAGE OR SHARES.

SIR,—I have been Master of a schooner several years on monthly wages, but in November last the Owner offered me the command on shares. This I verbally agreed to on condition of his settling up for back wages, then amounting to 28*l*. He did not fulfil the agreement by settling up, and detained the vessel to try and sell her, which prevented me from proceeding on the voyage. He has again detained me to try and sell her, and now wishes me to adhere to the agreement of shares. Can he legally compel me to do so?

Penryn, March 6, 1876. A SHIPMASTER.

[Unless the agreement was for a fixed period, it might be terminated at the end of a voyage. The Master would be entitled to the wages due to him, and also to compensation for loss of time caused by the unreasonable detention of the vessel; and, if the amount is under 50*l*., it may be recovered by a summary process.]

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SCREW SHAFTS AND DIVISIONS.

In consequence of the loss of the *Dandenong* (s), some correspondence has taken place, through the medium of our columns, on the fitting of steamships with bulkheads across the after run, and the stuffing boxes for the passage through them of the screw shafts. The *Dandenong* was an iron-built vessel, of 748 tons gross register, and propelled by engines of 90-horse power. Her hull was constructed at Howden in 1855, and she was registered in the Colony of Victoria in 1871. Captain PEACOCK, an old manager of steamships, has stated that if the *Dandenong* had been fitted with a partition some feet from the stern, in the manner he recommended thirty years ago, in all probability she would not have foundered. It is said the *Dandenong* had a bulkhead well aft, and therefore ought not to have gone down if the other compartments were tight and the water could not have entered them. She ought to have met with the success that attended the *Sarah Sands* (s). It sometimes happens, however, that when a heavy sea strikes the blades of a screw with such force as to break a substantial iron shaft, other damage is done, and the partitions warped. It is not for us, however, to say that the *Dandenong* was lost through not being efficiently built or equipped. She left Melbourne on the 9th of September last, and on the evening of the 9th was caught in a gale off the coast. The screw shaft broke in the stern pipe, and the ship in consequence commenced to take in water rapidly from the ruptured aperture. The donkey-engine could not keep the water under, and the Master ordered the Crew to hoist the boats out. The wind rose to the force of a hurricane in the course of the afternoon, and the barque *Albert William* hove in sight, and bore down to render assistance. The boats

of the *Dandenong*, on reaching the side of the barque, were dashed to pieces by the fury of the waves, but many of the persons they conveyed were fortunately rescued from drowning. The *Albert William* saved twenty-eight of the passengers and twelve of the Crew. Seventeen lives were lost in the transhipment, and forty perished when the steamer disappeared at night. We are asked—"what is the law with respect to screw shaft bulkheads?" The shortest reply we can give is, that there is no Statute under which the fitting of such partitions can be compulsorily enforced. Bulkheads were recognised in the 9th and 10th VIC., cap. 100, and 11th and 12th VIC., cap 81. Section 20 of the Steam Navigation Act of 1851, the 14th and 15th VIC., cap. 79, recited the former Acts, and made the penalty for not fitting up these partitions 100*l*. In a Customs minute of the 31st of December 1846, Officers were ordered to interrogate Masters of steamships, and, if the vessels were not provided in the manner required by the Act, transire was to be refused. This last-mentioned Act was repealed by the 17th and 18th VIC., c. 104 (Merchant Shipping Act, 1854), Section 300 of which enacted that every steamship built of iron, the building of which commenced after the passing of that Statute, should be divided by partitions into not less than three equal parts; and that every screw ship was to have, in addition thereto, a watertight compartment enclosing the after extremity of the shaft. The 300th Section of the Act of 1854 was repealed in 1862, and it therefore becomes a question whether the Board of Trade have power to make a Shipowner fit a screw steamer with the stern bulkhead. The Board have authority to appoint Inspectors under section 14 of the law of 1854, and subsequent Acts, and they may certify whether "the hull and machinery of any steamship are sufficient "and in good condition." Suppose, therefore, an Inspector were to report that the hull was not "sufficient" unless a bulkhead for the screw shaft were fitted, we should say that the Board might exercise the power vested in them under Section 6 of the Act of 1876. The Surveyors appointed by the Board of Trade are instructed to see that collision watertight bulkheads are fitted to all seagoing steamers; and they are to insist upon an after watertight compartment being fitted to cover the stern tube of the screw shaft, both in old and new vessels. Screw tunnels of all iron passenger steamvessels are to be strongly constructed; and if there are manholes, or openings in the floors, care must be taken that they are all properly fitted so that they can easily be made watertight, and cocks or valves and pipes must be adapted to let the water off the floor of the tunnel. The watertight door at the forward end of the tunnel must be so arranged that it can be easily opened or shut from the upper or main deck, and a stuffing box round the shaft is also to be placed at the forward end of the tunnel. As regards the other bulkheads, the Surveyors are not to refuse a certificate if such partitions should be found defective or not watertight, unless they are of opinion that the want of, or the defective state of the bulkheads renders the ship unseaworthy. The Board of Trade therefore insist upon the two extremities of screw steamships being fitted with a view of keeping out the water. With respect to stern partitions for stopping the water which might come in through the shafthole, this danger of leakage was detected in the earliest screw ships built, and it was soon found that contrivances would have to be adopted for stopping, if possible, the inlet, and preventing the water gaining its way to the main holds. The *Archimedes* was launched at Millwall on the 18th of September 1838, and in 1841 the earliest attempt to fit a thwartship partition under the lower deck of an iron-built screw steamer was made. The ordinary divisional bulkheads followed shortly after. It is evident, therefore, that law and usage have recognised the necessity of having small stern compartments in screw steamships; and though the Statute has been repealed which made their fitting compulsory, the principle has been so far carried into practice as to become a custom. Looking to the case of the *Dandenong* as an example of how a shaft may be snapped off by the pipe, we must agree with the Board of Trade in holding that an injury is likely to be inflicted on the stern of a ship when the screw projects, and that below the loadline a vessel cannot be pronounced as thoroughly seaworthy unless the water is shut off from the body of the hull. These divisions are, however, nullified if the deck above is open at every seam, and the water, when the compartment is full, can rise on the floor over them, or if badly fitted scuttles are cut for access below. Trap valves, falling downwards and fitted with air cases underneath, lift and close by themselves, but these contrivances are not called into requisition. Instead of applying automatic action, the Crews are left to shut openings, and the result is the flooding of holds and the sinking of ships.—*November* 23, 1876.

SCURVY ON BOARD SHIP.

The outbreak of scurvy among the Crews of the *Alert* and *Discovery* during their stay in the Polar Regions has attracted the attention of the medical profession to the employment of the men, to the treatment they received, and to the causes of the malady. Four surgeons of experience accompanied the expedition, and the ships were supplied with a more than ordinary quantity of potted meats and vegetables, and carried not only live stock but fresh beef and mutton. It was said previous to the sailing of the ships that every possible precaution had been taken to prevent attacks from the disease, but all the dietetic measures adopted to ward it off failed. The Seamen were picked men from the Crews of other vessels, and no pains were spared to attain the utmost safety in every particular. The sledge parties, however, were stricken down with scurvy and narrowly escaped destruction. Four were buried on the route, and the rest were thankful if they advanced a mile only a day. The victims to the disease, however, had been exposed to the most intense cold for two months, and had worked laboriously, it is said, on a farinaceous diet, varied once in twenty-four hours with rations of tea or cocoa. The disease was clearly traceable, says the report, to the absence of fresh meat while the men were away from the ships, and it was found that "even preserved meat was insufficient "to keep off its attacks when severe labour was "demanded." It should be borne in mind that the Crews of the *Alert* and *Discovery* were provided with iceboots and clothing of the warmest kind to keep out the cold. In the Merchant Service it is remarked that scurvy fastens on men of debilitated constitutions, and especially if there is an absence among them of suitable clothes to protect them from frost. These attacks of scurvy usually commence on board ships when approaching Cape Horn after a long voyage. Change of temperature is not accompanied by those

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precautions which prudence suggests. Africans, Asiatics, or European Sailors, with scarcely more clothing than they have on their back, or with small bundles, sign articles for a voyage that may last six months, and surprise is expressed at their succumbing to wet, cold, and a diet of salt meat. We look, however, to the Officers of the Royal Navy to set a better example in this direction. If men are incapable of resisting the severity of the atmosphere, it is inhuman to send them on what must appear to be a forlorn hope. We are under obligations, however, to this last attempt to reach the North Pole and to discover an imaginary open sea, for the facts have contributed to hygienic science. Scurvy will attack the most healthy and robust men, be they ever so well clad and fed, when the thermometer is many degrees below the freezing point. This is something to have established, and such a fatally gained experience should be of value to Masters of ships who have to provide for a stricken Crew. In a late case, in which Dr. H. LEACH and Captain WILSON were appointed to investigate the cause of the illness of the Crew of a ship from India, it was reported that the bad meat eaten was the direct exciting cause of the scurvy. The predisposing or indirect causes of the disease are—1st, cold and wet; 2nd, dirt; 3rd, an inactive and monotonous life; and 4th, possibly bad water. The best scientific evidence shows that the exciting causes of scurvy are—1st, want of fresh vegetable diet; 2nd, bad quality of food; and, 3rd, insufficiency in the quantity of other food. These conditions, the Commissioners stated, almost invariably exist in times of scarcity and war, and it may be mentioned that scurvy broke out most severely among the Irish during the last famine. The besieged in Paris suffered from its attacks, and in the Crimean War the Russians, French, and English were decimated by it. The accounts from Servia state that scurvy rages there through the exposure and the scarcity of food. Limejuice is at best but an imperfect, though a convenient substitute, not for animal, but for vegetable diet; but no quantity of this juice will keep men in health if they are fed on meat which, on account of age, imperfect curing, or otherwise, has lost its nutritive properties, and is in an incipient stage of decomposition. Medical officers have expressed themselves to this effect, and we may therefore form an idea as to how this destructive complaint may be obviated. Cleanliness, warmth, fresh meat, and a vegetable diet are its chief enemies. Dirty bodily habits, light clothing, bad meat, and neglect of the daily allowances of limejuice are the incentives of the disease. In nearly all the inquiries which have been held into the causes of scurvy among the Crews of vessels arriving in England, it has been elicited that Sub-Section 5 of Section 4 of the Merchant Shipping Act of 1867 has not been complied with. Masters of ships bound to Ports not exempted under the Act are to serve, or see to the serving out of lime or lemon-juice when the vessels have been at sea for ten days, and during the remainder of the voyage, except when in Port, at the rate of an ounce each man per day; and this is to be mixed with water and sugar. If men will not drink it the facts should be entered in the logbook and duly attested, for when this is not done the persons appointed to investigate the circumstances may be excused for doubting the evidence of Captains or Stewards when deaths from scurvy have taken place. We find, on the perusal of a Parliamentary Return, that very little supervision is exercised by Masters of ships in the giving out of the fortified juice, while there is no uniformity in measuring the allowance.—*November* 10, 1876.

DECK CARGO.—FOWL AND PIG HOUSES.

In the side note to Section 23 of the Merchant Shipping Act are the words—"Space occupied by deck cargo to be liable to dues." If the same language had been repeated in the body of the clause, every one connected with Shipping affairs would have understood its meaning; for cargo is the lading of a ship on which freight is paid, or goods of a mercantile character placed on board to fill up the hold, or forwarded as a commercial venture. The section enacts that if any ship, British or foreign, other than Home Trade ships as defined by the Act of 1854, carries as deck cargo—that is to say, in any uncovered space on deck, or in any covered spaces not included in the cubical contents forming the ship's registered tonnage—timber, stores, or other goods, all dues on the ship's tonnage shall be payable as if there were added to the ship's registered tonnage the tonnage of the space occupied by such goods. In the marginal note, as also in the section, the phrase "deck cargo" is used; but in the latter it is qualified by the definition of "timber, stores, or other goods." We know what construction to put upon the term "timber," but why "timber" should be mentioned specifically, and nothing else, it is difficult to divine upon considering the strange wording of the clause. Deals, battens, and boards are not classed as timber, although designated as wood goods. Had timber and stores alone been inserted, it would have let in light wood goods. All articles, however, that are bought or sold by Merchants and Traders, including furniture, come under the head of "goods"; and it would be rather difficult to claim an exemption under this generic term of anything of a movable description. The second paragraph of Section 23 of the Act of 1876 drops all reference to "timber and stores," and merely says, "the area occupied by the goods." It is evident that the person who drew up the clause was neither a Merchant, a Shipowner, a Shipbroker, a Stevedore, nor a nautical man. Had he been conversant with Shipping matters, he would have worded his expressions in a more practical manner. When the Bill was before Parliament we gave several ludicrous illustrations of the probable working of the deck space measurement. Is a cow, we asked, carried on board an emigrant ship for the sake of its milk, "stores or goods"? Does a goat come within the category? Is a kennel with a dog in it a closed-in space with goods or stores inside? If a passenger is allowed to take birds, cats, or a monkey in a cage on deck, is the space they occupy to be measured for tonnage? The Admiralty Court has, for certain purposes, held that stores are necessaries, and that, *per contra*, necessaries are stores. What may or may not be necessary for a ship it is not always easy to define. We cannot, however, read the 23rd Section of the Act in this literal sense. We have contended, and still do so, that the spirit of the law would be complied with by excluding from the measurement any unregis-

tered space solely occupied by cattle, sheep, pigs, fowls, or geese that may be eaten during the voyage. They are not "cargo," nor are they "stores," such as paint, buckets, ropes, canvas, sails, blocks, and other articles. Tar formerly took up much space among stores; but it is now superseded by the introduction of wire rigging. The *Shipping and Mercantile Gazette* was lately asked whether a Shipowner could appeal to a Court of Survey on the question of measuring sheep pens, and the inquirer was told that the Shipowner's only remedy, short of taking a case before a Superior Court, was to represent the affair to the Board of Trade. An open structure on deck, though made from timber or wood goods, even though it is permanent, is not "cargo." The timber of which it is composed is not cargo, although when animals are carried in the enclosure for hire the space would be liable to taxation. Open spaces on deck are excluded from measurement for tonnage by Section 21 of the Act of 1854. A tale is told of a Surveyor who insisted upon a Master filling up Form 71 issued by the Board of Trade, because the ship carried a hencoop, in which there had been poultry. The Master said the fowls had long been digested, and he could not comprehend why he should be made to pay 10*s.* measuring fee on an empty coop, besides the additional Tonnage Dues; but the Surveyor declared that his interpretation of the law was the correct one, for the fowlhouse came under the head of "stores." We are pleased to find, however, that the Board of Trade have settled this unnatural construction of the Act in what must be deemed a common sense manner. From a correspondence before us, we learn that, on the 6th instant, the Acting Principal Surveying Officer at the St. Katharine Dock-house called upon Messrs. BULLARD, KING, and Co. to subscribe to the usual document with respect to deck space. As all the cargo of their ship, the *Griqua*, had been stowed under hatches, they were surprised at the application, and, in answer to a letter, were informed that the "cargo" was a pig-house, which had to be measured and the fee paid. Messrs. BULLARD, KING, and Co., not feeling satisfied with what they deemed the straining of the provisions of the Statute, addressed Sir CHARLES ADDERLEY, the President of the Board of Trade, and laid the facts before him. They did not believe in the legality of their having to contribute to increased Light, Dock, and Harbour Dues on a space set apart for two pigs; for the alleged "house" was merely a few boards knocked together, and not worth the surveying fee charged on the occasion. On the 21st instant Messrs. BULLARD, KING, and Co. were acquainted that instructions had been issued by the Board of Trade, "that live stock "carried on deck for consumption on board shall be "exempted from measurement in future." This is a satisfactory settlement of the question so far as the operation of the Act is concerned. Had the pigs, as they are in some ships, been left to run about the deck, or placed between the booms amidships, or housed at times in a boat, it is possible a zealous Surveyor, if the porkers were carried as cargo, would have measured in all the upper deck from the level of the animals' heads, or the entire boat or spars in which they might be occasionally stowed. Surveyors are ordered to measure "the highest point reached by the cargo." A straight line from a giraffe's head to either end of the cage would make the contents cube above 1,000 feet. The Act is silent as to whether an animal may take exercise on the deck without rendering the Shipowner liable to have all the space, or a ring-fence, measured in. We have read of elephants being allowed to take their daily rounds on deck, and if, therefore, Surveyors are to run an imaginary line from end to end of the vessel from the "highest point" of the cargo, the tonnage tax will be very heavy. The Act has not yet got into working order, and until some experience is gained, and the Board of Trade define the duties of their Officers, we shall probably hear of forced constructions of what constitutes deck space.—*November 27, 1876.*

MERCHANT SHIPPING ACT.

UNSEAWORTHY SHIP AND COMPENSATION TO SEAMEN.

Section 9 of the Merchant Shipping Act, 1873, has received a practical illustration by a cause which has been litigated in Scotland. If any Seaman or Apprentice is detained on a charge of desertion or any kindred offence, and on survey, under Section 7 of the Act of 1871, it is found that a ship is not seaworthy, or in a fit condition to go to sea, the Owner or Master thereof is liable to compensate the Seaman or Apprentice for the illegal arrest. The Master of the *Goldfinder* engaged a Crew for a voyage to the Mediterranean, and when the ship was at the Tail of the Bank, outward bound from Greenock, the Crew called the attention of the Master to the state of the standing rigging, which they alleged was dangerous to life and limb, and they refused to perform any duty. Eleven of the hands were taken before the Justices and remanded, and they complained that they were handcuffed and manacled. At the adjourned hearing the men agreed to return on board if the rigging was made secure. Two Surveyors were appointed by the Court to inspect the vessel, and after she was made seaworthy the Board of Trade Officer gave a certificate to that effect. On the return of the ship the Crew sued the Owner and Master, through one of their number, for 500*l.* damages, in respect of the Master wilfully, maliciously, and wrongfully causing him (the plaintiff), to be illegally arrested and imprisoned. The trial took place in June 1876, before Lord CRAIGHILL, at the Court of Session, Edinburgh, and the Judge absolved the Shipowner from all liability in respect of the acts of the Master. Permission was granted to amend the pleas and for the plaintiff to proceed and take judgment against the Master only. The counsel for the Captain took exception to the Crew's right of action, on the ground that, by consenting to go on board and fulfil their engagement, they had compromised the offence and barred all subsequent claims. On the further resumption of the case, Lord RUTHERFURD CLARK confirmed the judgment so far as regarded the dismissal of the Owner from the suit, but repelled the plea as to the condonation of the offence by the alleged compromise. On appeal to the Inner House, permission was given to the Master to produce certain Seamen as witnesses on his behalf, but as they were not forthcoming at the final hearing on the 12th inst., the appellant (the Master) was ordered to pay the costs, and the appeal was dismissed. This test action would govern the whole of the claimants; and if a Master is liable to

pay 500*l.* per man for every Sailor whom he unlawfully imprisons, besides law charges, and the loss of employment by remaining on shore to attend the Court, he will have to consider, before calling in the services of the police, whether the hull, equipment, and machinery of the vessel under his command will stand the scrutiny of the Board of Trade Surveyors. The Master of the *Goldfinder*, who thus finds himself in this unfortunate predicament, stated that the ship had been surveyed at Port Glasgow by two representatives of the underwriters; and as objection was taken by them to the standing rigging and gear, two experienced master riggers were called in to make a thorough examination. The rigging was said to be satisfactory with the exception of the service, which was chafed and broken in some places. The Master offered to produce the report of the latter Surveyors to the Seamen, but the Crew refused to look at or be guided by it. After this the Captain declared he was willing to grant permission to any two of the Crew to go ashore and lodge a complaint before the Magistrate, in the terms of the Merchant Shipping Act, but the plaintiff and his companions declined the offer, preferring for the whole to put in an appearance. The Captain further stated that the repairs which were executed while the pursuer was in custody were those which had been voluntarily agreed upon before the vessel left Port Glasgow, and that had the men pointed out their special objections he would have convinced them that the repairs were about to be executed, and that the material was on board for the purpose. The plaintiff endeavoured to rebut the statement of the Master, and show that "extensive "repairs, alterations, improvements, and renewals" were effected by the desire of the Surveyors before the ship was allowed to sail. These conflicting assertions could be set at rest by the presence in Court of the Officers who made the inspection, and the questions of fact be easily determined on their examination. The Judges gave the Master an opportunity to establish his case by bringing witnesses forward, but, according to the interlocutor, the permission to sist a mandatory failed from the two Seamen named not being domiciled Scotchmen, and, besides, both were at sea. Section 7 of the Act of 1871 provides for a written record, and it is enacted, that "such Surveyor or other person shall survey the "ship, and make his report in writing to the Court, "including an answer to every question put to him "by the Court." If this condition was complied with, and the report communicated, as prescribed, to the parties, the Court would be empowered "to "determine the questions before them in accordance "with those opinions." The Master, it appears, expressed to the Magistrate his readiness to do all that the men wanted done, and on this assurance the Crew went on board. The Magistrate was not, therefore, in the first instance, called upon to pronounce judgment. This being so, the Master thought that there was an end of the affair, but the men, it is said, were advised that if something had to be done to make the vessel seaworthy, they had a remedy under the Statute for wrongful imprisonment; and they took advantage of this counsel. The Court of Session having held that the mere consenting to carry out their agreement did not absolve the Master from the consequences of his conduct, the men would have a title to compensation, for they had complained

to the Captain previously to quitting the ship or declining to work. No mention is made as to who paid the costs of the survey, and this is an important consideration involved in the decision. If the report was unfavourable, the Master would have to pay the expenses, and, we presume, they were settled by him. Section 9 of the Act of 1873 is silent as to summary proceedings in compensation claims, for the award is left to "the Court having cognizance." There is a restriction on summary jurisdiction before Justices of the Sheriff of a County in Scotland (Section 188, Merchant Shipping Act, 1854) on wages claims. Actions for unlawful imprisonment, however, when the claim is 500*l.*, would have to be taken, as in this instance, before a Superior Court. In the pleadings the words "wilfully and maliciously" were used, and it was said that the pursuer would have to prove malice against the Master. There is no necessity to encumber the case with such a multiplicity of allegations, for the Act does not contain any reference to "wilfully or maliciously" imprisoning a man. It is sufficient, when a Seaman is wrongfully detained on an unproven charge, if he pleads the fact alone. Several cases have been reported in which Seamen have received wages and compensation for false imprisonment. In that of "CROSS *v.* HYNE" (Court of Queen's Bench, Crown Cases Reserved, May 30, 1868) the judgment of the Magistrates was confirmed. The Crew put the Master in irons in consequence of his attempting to stab one of the men. On arrival at Constantinople, HYNE, the respondent, was sent home for trial, but the charge of mutinous conduct failed, and the prisoner was discharged. The Magistrates allowed him wages for the full period, and the Court of Queen's Bench held that he had not left the ship without just cause, but by lawful authority. This was a wages case, and the Owner was decreed liable to pay the same; but from the trial in the cause of the *Goldfinder*, it will be observed that the Court drew a distinction between the wrongful act of an Owner and that of a Master in an action for damages. For wages (Sections 182 and 523, Act of 1854) the Seamen would have a lien on the ship; but a conviction against the Master, it seems, would make him, alone, personally liable.—*December* 21, 1876.

SHIPS' REGISTERS.

There is probably no provision of the Law of Merchant Shipping more important than that which relates to the use of the certificate of a ship's registry, and yet there are few requirements of the law which appear to be more insufficiently understood by those immediately affected by them. A case of this nature came before the Bench at Liverpool recently. A person who had acted as Broker to a vessel named the *Martha Brader* on a previous occasion appeared to a summons charging him with detaining the ship's register. The complainants were the purchasers of the vessel; and the Broker, it was alleged, sought to detain the register for a settlement of some 60*l.*, said to have been expended in fitting out the ship on her last voyage. The case appears to have been argued before the Bench at some length, but the Magistrate made an order for the delivery of the register, with costs, offering, in the event of the register not being found, to give a certificate of the loss, so that a fresh certificate might be obtained at

the Custom House. The defendant in this case ought surely to have known that, the ship having been transferred to *bond fide* purchasers, he could not legally detain the register. This document has been correctly described as a "certificate that a ship, iden- "tified by all the details supplied by her name and "Port, and the contents of the Surveyor's certificate "and declaration of ownership, commanded by a "particular Master, and owned by persons in the pro- "portions indorsed on the back of this document, "has been duly registered according to law." Sec. 50 of the Merchant Shipping Act re-enacts a provision of the 8th and 9th VIC., c. 86—"that the certificate "shall be used only for the lawful navigation of the "ship, and shall not be subject to detention by reason "of any title, lien, charge, or interest whatsoever "which any Owner, Mortgagee, or other person may "have on or in the ship described in such certifi- "cate." And if any person, whether interested or not in the ship, refuses on request to deliver up the certificate, when in his possession or under his control, to the person for the time being entitled to the custody of it, for the purposes of navigation, or to any Registrar, Officer of the Customs, or other person legally entitled to require it, a Magistrate or any Court capable of taking cognisance of the matters may summon and examine any person refusing; and unless it was proved that there was reasonable cause for the refusal, the offender will incur a penalty not exceeding 100*l*. Before these provisions were introduced into the Act of 1854, the detention of a ship's register was made the ground for demanding and obtaining damages in a Court of Law. In the case of the *Ann*, otherwise "GIBSON *v.* PRICE," January, 1839, a jury gave damages for detaining a ship's register after she had been transferred, thereby interfering with the vessel's employment. On the other hand, in "ARKLE *v.* HENZELL," 1858, a Ship's Husband and Managing Owner, who also held the majority of shares, demanded of the Master, who was Part-Owner, the certificate of registry while the ship was in harbour, and before she had discharged, but gave no reason for doing so, and it was held that there was reasonable ground for the Master refusing to deliver it up. With respect to the improper detention of the certificate of registry as security for debt, and the construction of Section 50 of the Merchant Shipping Act as compared with other Acts, the cases of "FOX *v.* BOWEN," "WILEY *v.* CRAWFORD," and the "Mayor of Lichfield *v.* SAMPSON" contain much information, and may be consulted with advantage by persons who desire to know what are the legal obligations incidental to the custody of a ship's certificate of registry. The Merchant Shipping Act is, it is true, sufficiently explicit. The "lawful navigation of the ship" is the legitimate purpose to which the certificate of registry should be applied; and as the document must be produced to enable a ship to obtain a clearance, its detention directly prevents her employment; and it is easy to see that, unless vessels were protected against such detention, the worst consequences would ensue. It is true that the person withholding the register is at liberty to show that he has "reasonable cause" for the detention of the document. The reasonableness of the alleged cause or the reverse would be a matter for the consideration of the Court; but, as a rule, the Courts are slow to admit that there is justification for the detention of a ship's register. In the case on which these remarks have been founded the defendant might have known, and ought to have known, that he could not hold the register for any disbursements made by him on account of the ship. His remedy would, in the natural course, be against the Owners, and if he supplied necessaries to the ship for the voyage, he might have ranked against the proceeds of the ship if, when the suit commenced, the Owners were domiciled out of England and Wales. But, whatever his claim, he had no legal right to detain the ship's register. We should have thought that the provisions of the Merchant Shipping Act in this respect were sufficiently clear and intelligible; but it is obvious that the provisions of our law in regard to register certificates are not always understood, and that the want of knowledge or apprehension of them leads to unpleasant results.—*July* 20, 1876.

BILL OF SALE.

SIR,—I purchased a small share in a coasting vessel about 22 years ago, but the Bill of Sale is mislaid and cannot be found. Can the first Owner of that share still claim it? If so, how am I to act, as I intend to sell the whole vessel? I am willing to make a declaration of the above sale.

Fraserburgh, Jan. 24, 1876. SHIPMASTER.

["Shipmaster" should apply to the Registrar of the Port where the ship is registered, if the Bill of Sale and Transfer were duly registered, and inform him of the facts. If the Bill of Sale was not registered, as provided by the Act, the share would stand in the name of the original Owner. No person is entitled to be registered as the Owner of a share unless he has subscribed the declaration under Sections 88, 55, 56, and 57. If the right of Ownership is disputed, an application would have to be made to the Court of Session.]

BILL OF SALE.

SIR,—Is it legal for a Shipbroker to fill in Bills of Sale and other documents for transfer of shares in British shipping and to charge for the same, or must it be done by a solicitor? —Yours, &c., SHIPOWNER.

Aberystwith, March 22, 1877.

[Any person may fill in the particulars of a Bill of Sale, and if a Broker performs this service he must be paid for it. The statutory form (E) under Section 55 of the Merchant Shipping Act, 1854, may be had free of charge from any Registrar; and when the blanks are filled, and the signature to the Bill of Sale duly witnessed, the requirements of the law are complied with.]

BILL OF SALE AND TRANSFER.

SIR,—The Owner of 1-64th share of a vessel deposits his Bill of Sale with a banker. Can he, notwithstanding this, go to the Custom-house and dispose of his share to another party? C.

Feb. 15, 1876.

[For the purpose of registration at the Custom House, the Bill of Sale would have to be produced; for, by Section 11 of the Merchant Shipping Amendment Act, 1855, documents not in the form prescribed by the principal Act cannot be received. So far, therefore, as the legal register of a transfer is concerned, if the Bill of Sale has been entered, it would be conclusive; but to obtain a legal title to a share the provisions of Section 56 of the Act of 1854 must be complied with. If an Owner were to sell his share to two parties he might be criminally prosecuted.]

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CERTIFICATED OFFICERS FOR RIVER BOATS.

SIR,—Having made some preparation to build a small iron steamboat, about 45 feet long, with the intention of taking passengers, and making short trips up and down the River Usk, but not out of it, should I be obliged to have a passed Captain and a certificated Engineer before I should be allowed to run her? I know the river very well, and have been with a Newport Pilot, and, having worked at an engineering firm nearly five years, have a good practical knowledge, and intend making the engines myself?—Yours, &c.,
Newport, April 28, 1877. LAUNCH.

[No foreign-going ship or Home Trade passenger ship is to go to sea from any Port in the United Kingdom unless the Master is certificated (Sec. 186, Merchant Shipping Act, 1854), and the Engineer or Engineers hold certificates (Sec. 5, Act of 1862). For river navigation it is not compulsory to employ a certificated Master and Engineer. If, however, the boat carries more than 12 passengers (Sec. 16, Act of 1876) she will have to be surveyed and certificated.]

MASTER'S CERTIFICATE.

SIR,—I hold a Chief Mate's certificate of competency. If I join a vessel of about 700 tons burthen in the Foreign Trade, which does not carry a Second Mate with a certificate (Boatswain), will my time count good towards obtaining a Master's certificate? DAVID JONES.
Aberporth, Jan. 19, 1876.

[To obtain a Master's certificate the applicant must have been six years at sea, of which one year at least must have been as First or Only Mate, and one year as Second Mate. If, therefore, our Correspondent serves in a ship as First Mate, whether there is a Second Mate or not, he would be qualified according to the Statute. If, however, the holder of a Chief Mate's certificate acts as Second Mate, and signs articles as Boatswain, the service in the inferior capacity does not count in the superior.]

MASTER'S CERTIFICATE.

SIR,—My vessel is at present frozen up in Drammen (Norway), and chartered for Amsterdam. When navigation opens, can a Master without a certificate take the ship to Amsterdam, and thence home, without incurring any penalty?
Kingstown, April 11, 1876. A SHIPOWNER.

[The Merchant Shipping Act refers to vessels clearing out in the United Kingdom, and therefore no penalty would be incurred in the case as stated.]

MASTER'S FORFEITURE OF WAGES.

SIR,—If a Master has his certificate cancelled, does he forfeit the wages he has duly earned? And if he does forfeit his wages, do they go to the Board of Trade or does the Owner reap the benefit of his forfeiture?
London, June 17, 1876. AN OLD SHIPMASTER OF 32 YEARS' STANDING.

[The wages are not forfeited either to the Board of Trade or the Owner.]

MATE'S CERTIFICATE.

SIR,—About 12 months ago I passed my examination at London as Second Mate, and then sailed in the Home and Coasting Trade for a period of three months as "Only Mate," being entered in the articles as such; and up to the present date I have sailed as Master in the above-mentioned trade. Has that qualified me to pass my examination as Chief Mate at the present time?—Yours, &c., SHIPMASTER.
Portmadoc, March 19, 1877.

[A First Mate must be not less than 19 years of age, and have served five years at sea, of which one year must have been either as Second or "Only Mate," or as both; but service in a superior capacity is in all cases equivalent to service in an inferior one. If our Correspondent has complied with that regulation, he can go up for examination as Chief Mate.]

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INDIAN CERTIFICATES OF MASTERS AND MATES.

SIR,—In your paper of the 1st of this month you published an Order in Council stating that Shipmasters' certificates obtained in Bengal are henceforth to enjoy the same privileges as if granted in London. I wrote to the Board of Trade asking if certificates of competency obtained in Bombay or other parts of India had the same privilege. The reply is in the negative. This seriously affects the interests of a friend of mine. Bombay, the principal Naval Station of India, examined men and granted certificates of competency to Masters and Officers long before Calcutta did; yet a Calcutta-made Captain can take command of a vessel or steamer at her launching, and navigate her to Bombay or elsewhere, whilst a Bombay or Madras Captain or Officer is not permitted to do so. Can you, sir, explain why Bengal is privileged and the rest of India tabooed in this matter?—Yours, &c., EDWIN S. ROBERTS.
London, July 10, 1876.

[Under the Order in Council of June 27, 1876, all certificates granted by the authorities of Bengal will have the same privileges as those issued in the United Kingdom; but Bengal certificates obtained before the 27th of June 1876 will not be treated on a footing of equality with certificates issued in the United Kingdom. The Bombay authorities grant certificates for—1st, coasting vessels; 2nd, for the Foreign Trade; but these certificates are only available in ships employed in the Coasting Trade of the Presidency, or in Bombay ships trading to or from the province. The authorities at Bombay not having complied with the requirements of the Merchant Shipping Act, 1854, the certificates granted by them are limited as here explained.]

CERTIFICATE AND COPY.

SIR,—I lost my certificate as Mate by the foundering of the barque Nancy Bryson, and likewise all my effects. On arriving in England I applied for the renewal of my certificate on Sept. 8, but, on going to sign an agreement on the 18th in the barque Osborne, my certificate had not arrived. I again made another application, and likewise sent a telegram to the Registrar-General of Seamen, telling him that the ship was ready for sea. Again on the 21st I sent another telegram, informing the Registrar-General that I should lose my situation unless I received my certificate. On the 23rd I received an acknowledgment to my telegram of the 21st, saying that it was that day forwarded for the consideration of the Board of Trade. I again telegraphed to the Board of Trade to allow me to sign the agreement, but received no reply. The ship being ready for sea, another Mate had to be engaged. Can I claim any recompense for the delay in not supplying me with a certificate? It is said that on application it would be sent within 10 days. Twenty-three days were occupied in the process, as I did not get my certificate until the 26th. Having a wife and three children depending on me for support, the loss of my situation, with no prospect of getting another, makes my case very hard indeed.
Blyth, Oct. 2, 1877. R. E. HARRISON.

[Under Section 189 of the Merchant Shipping Act, 1854, it is provided that, in case of the loss of a certificate without fault on the part of the holder thereof, the Board of Trade shall cause a copy of the record to be made out and delivered to the applicant. No specific time is mentioned in the Act for the delivery of the attested copy, and our Correspondent would have no remedy against the Crown.]

HOME TRADE CERTIFICATES.

SIR,—Is a person holding a certificate of servitude, coasting and foreign, qualified to take charge of a passenger steamer in the Coasting Trade?—Yours, &c.,
Ipswich, July 28, 1876. W. T. JOBSON.

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[A certificate of competency in the Foreign Trade entitles the holder to go to sea in Home Trade passenger ships—(Sec. 137, Merchant Shipping Act, 1854); but a certificate of service only for the Foreign Trade would not enable its holder to take command of coasting passenger vessels. If, however, our Correspondent served as Master of a Home Trade passenger ship before Jan. 1, 1854, he is entitled to a certificate for Home Trade passenger ships—(Sec. 135).]

COASTING TRADE CERTIFICATES.

SIR,—Are Shipmasters whose certificates have been suspended, resulting from a Board of Trade Inquiry, allowed to take charge of vessels in the Home and (or) Coasting Trade?
Whitehaven, March 25, 1876. AGENT.

[The Masters of vessels in the Coasting Trade are not required to possess certificates unless the ships they command carry passengers, and therefore there is no law to prevent a Master whose certificate has been suspended taking charge of a coaster.]

INDIAN CERTIFICATES OF COMPETENCY.

SIR,—I have a certificate of competency as Master issued at Singapore in 1871. Can I take command of a British ship from England, by the new Act passed June 27, 1876, for the Bengal Presidency?—Yours, &c.,
Cardiff, July 8, 1876. WM. NARBETT, Shipmaster.

[The certificates are only available for the Possessions for which they are granted. A Singapore certificate would not entitle a Master to take a ship from England to Ports in Bengal.]

INDIAN SHIPMASTER'S CERTIFICATE.

SIR,—1st. Suppose a Shipmaster, holding an Indian certificate of competency, buys a vessel here, intended for the Indian Coasting Trade, can he command her by clearing out of London and assuming all the rights and responsibilities of a Captain, as if holding a London certificate? 2nd. If not, suppose the vessel loads for a foreign Port on the way to India (say Lisbon), or for one of our Colonies (say Cape Town), will he at either place (both being out of the jurisdiction of Great Britain) be legally eligible to assume command of his vessel under his Indian certificate?
London, April 27, 1876. INDIAN EMPRESS.

[1st. The Third Part of the Merchant Shipping Act, 1854, does not apply to ships registered in any British Possession, and employed in trading to any place or places situated in such Possession. If, therefore, the vessel is not registered in a British Possession, she cannot be cleared out unless the Master holds a Board of Trade certificate, or a certificate acknowledged by Order in Council. 2nd. To obtain exemption, the vessel would have to be registered in India and then the certificate would be available; but, as certificates are granted at Bombay, Calcutta, and the Straits Settlements, a question might arise as to their legality in each Presidency. The ship must be sent out to India in order to be registered under the Indian Merchant Shipping Act.]

APPEAL FROM COURT OF INQUIRY.

SIR,—In your issue of the 11th inst. I see an account of the result of the Inquiry held at Malta respecting the stranding of the Arethusa (s), and I am surprised to find such strong terms of censure used by the Court. As regards the light, I brought witnesses to prove that it was bearing west, or nearly so, when the Captain left the deck. It is also stated that I altered the course. I admit I had a doubt that the ship was drawing too near the land, and for greater safety, as I thought, I hauled her off, with the intention of going below to call the Captain, but, unfortunately, while in the act of doing so the ship struck. I had no knowledge of the reef being there, having no experience in that locality. Hence I do not consider I disobeyed the Captain's orders, as the last words he said to me before he went below were, "Keep her N. by W.; that will take you all clear; when you see the other light"—meaning St. Elmo—"slow the engines, and call me at 4 o'clock." Can I appeal for a fresh trial, or would it be any use to petition the Board of Trade for a certificate of a lower grade for the time? It is mentioned in the Official Report that my certificate had been renewed, which might lead people to believe it was through some former fault of mine, but it was through being lost with the ship's papers when I was wrecked in the barque A. O. A., of London, in the year 1872. D. W.
London, Sept. 12, 1877.

[There would be no appeal to a Court of Law; and as to a new trial, it is very doubtful whether the Board of Trade would consent to reopen the Inquiry. We would advise an application to the Board of Trade under Par. IV. of Sec. 28 of the Merchant Shipping Act, 1862, for a certificate of a lower grade.]

AUSTRALIAN COURTS OF INQUIRY.

SIR,—A ship nearing her destination from London slightly touched on a reef, without in the least stopping her way, and made no water whatever. The Master, satisfied that no mischief had been done, chartered immediately on arrival to load a cargo for home, and made no report of having touched, because he feared it might affect the charter, which was a profitable one. When loaded and ready for sea one of the hands, whose wife lived at the Port, wanted his discharge, and on this being refused, ran away and made a report to Lloyd's Agent, who ordered the ship back, had her discharged and put on the slip, when it was found (as the Master surmised) that the damage was very slight, the ship as sound as ever, and able to make her voyage—she being two and a half years old at the time. The Underwriters, however, were very angry at the neglect of the Master to report at first, and he therefore, yielding to the Owner's representation, gave up the ship on the understanding that he should have her again as soon as she should reach London. The Master then took passage for himself, his wife, and his two children in a homeward-bound ship, and was on the point of sailing, when intimation was given him that the Marine Board had ordered an Inquiry and required him to be present. Feeling that it was an unjustifiable step on the part of a Colonial Board, and also convinced that he had little to fear, he determined not to stop; but, on the advice of a friend, he gave up his certificate, fully expecting to find it waiting for him on his reaching London. In his absence, when he had no one there to defend him, the Board suspended his certificate for a period of two years, at the end of which time it was returned to him without anything endorsed upon it, but you need not be told how serious an injury it has done him as a Master. Circumstances that have recently occurred revive the impression he has always had, that not only did the Marine Board unnecessarily order an Inquiry after it was quite certain no material damage had taken place, but, what is far more important to him, that they never had the power to suspend his certificate, and are responsible for the damages he has sustained by their wrongful suspension of it. The Master went out again as a passenger, and applied for the return of his certificate. It had, however, been sent to England. He then asked for a certificate to enable him to go as Master or Chief Mate, and finally they gave him a certificate to go as Chief Mate; but this was only after he had put the matter in the hands of a lawyer. Was not this an admission that they had exceeded their powers in suspending the certificate for two years? 1. Has the Marine Board in Australia power to hold such an Inquiry? 2. Does power to suspend a Master's certificate reside in such Board? 3. If not, what should the Captain do to recover damages?—Yours, &c., CHARLES H. HARVEY.
London, Jan. 26, 1877.

[1. Governors of Colonies can put Marine Boards in motion to hold Inquiries. 2. The Queensland, New South Wales, and Victoria Courts have power to suspend certificates issued in the Colonies or by the Board of Trade in London; but up to November last the Marine Courts of South Australia had no power to deal with certificates issued in

England.—(See leading articles in *Shipping and Mercantile Gazette*, Sept. 30, Oct. 4, and Dec. 5, 1876.) 8. The Master appears to have submitted to the jurisdiction of the Court by surrendering his certificate. His proper course would have been to have excepted to the jurisdiction, or to have submitted to the proceedings under protest. On his return to England he should have taken steps to right himself. We fear it is now too late to take proceedings with any chance of success.]

CONSULAR OR NAVAL COURTS.

SIR,—Whilst lying in the Port of Huelva I gave certain of my crew permission to go on shore for the purpose of buying provisions. One of them, a Fireman, declined receiving any money the night previous, stating that he could not get any provisions on Sunday morning, and chose rather to go on Monday morning, to which, of course, I made no objection. At 7.30 on Sunday morning, when the others who had permission were going ashore, the Fireman came aft and desired to go too, stating that he wanted to go to Church. Now, there is no service at that time in the morning, and the man having a black eye, the result of the previous Sunday's escapade in Lisbon, I refused to let him go. Thereupon he commenced to make use of the most abusive and disgusting language, calling me by every opprobrious epithet he could think of. Now, if I had consulted my own inclinations, and had had the accommodation on board, I should have immediately put him in irons and confined him, in which, as the ship was in Port, you will, no doubt, say I should have acted wrongly, for the reason that there was a Consul in the place to whom I could have applied. This was my thought, and after enduring all kinds of vituperation and abuse, I went on shore to obtain the assistance of the Consul, never doubting for a moment that I should obtain it. I found out the Consul's clerk, and proceeded to the Consulate; but the Consul said he was ill and could not do anything. I never saw him, but this was reported to me by his clerk, who accompanied me on board my ship, and not until the Fireman had been talked to for an hour and a-half could he be persuaded to behave himself, still using the most violent and insubordinate language, and expressing his intention not to cease until he was allowed to go on shore. About 11 A.M. he became quiet, and the clerk left the ship. On Monday morning the man was allowed to go on shore, as he stated he wished to see the Consul, having a complaint to make about the forecastle. He returned on board about 1.30 P.M. and went to his work. I again waited on the Consul, and, imagine my surprise on finding an elderly Spaniard, who could not speak one word of English, installed as a British Vice-Consul in a Port frequented by upwards of a thousand British ships per annum, nine-tenths of which are steamers. To all my representations (conducted through the medium of an interpreter) I could obtain no further satisfaction than a shrug of the shoulders, and departed from the Consulate very much disgusted. On Wednesday morning the Fireman refused duty, and recommenced his conduct of Sunday. I went and reported this to the Consul, and requested that the man might be arrested, as he was in a state of open mutiny; but the Consul declined to do anything. On returning on board at 1.30 P.M. I was informed that the man had returned from the Consul's, and, finding by this time that he had it all his own way, he threw the slides belonging to the forecastle scuttle overboard (for which he hoped to get discharged). As I have said before, I should certainly have confined the man, but, unfortunately, there was not a place in the ship where I should have been justified in confining a man; so, for the second time that day, I appealed to the Consul, and called upon him to have the man arrested and summon a Naval Court to try him, for I opine it is for cases like this that the Act of Parliament contemplates the summoning of a Naval Court. However, as I anticipated, the only satisfaction I could obtain was shrugs of the shoulders and gesticulations *à la mode Espagnole*. Now, as the local authorities will not arrest an Englishman, unless he offends against the laws of the country, without an order from the Consul, I found myself without any remedy at all unless I took the law into my own hands and imprisoned him on board the ship. I determined if possible to get him on board, and punish him when I got to England. On Thursday I notified to the Consul that the man was ashore without leave, and a deserter from the ship, and requested him to have him conveyed on board. This he agreed to do, but the ship sailed the next morning and the man was not brought on board. I enclose extracts from the official log for your inspection, from which you will see that the Consul has appended a certificate stating that he has inquired into the subject of my complaint, and from various witnesses, as well as from the man's own confession, he finds that the man did make use of the most violent and insubordinate language towards me. British Shipping suffers quite sufficient in Spanish Ports from the Spanish Authorities without our delegating to Spaniards who cannot speak English the task of looking after the manifold and important interests which are inseparably connected with such a large fleet of British ships as visit the Port of Huelva every year. Was I not justified in expecting that the Consul would interfere? And, further, was not the above a case for a Naval Court? If not, on what has a Shipmaster to rely in a foreign Port to maintain discipline and good order in his ship?—Yours, &c.,

J. W. BUCKLEY,
Hull, March 6, 1877. Master of the Salisbury (s).

[Whenever a complaint which appears to a Consular Officer to require immediate investigation is made by the Master of any British ship, a Naval Court may be summoned.—(Section 260, Merchant Shipping Act, 1854.) A discretionary power is left to the Consul, and it would therefore rest with him to determine whether it was a case requiring to be heard before a Naval Court, or that might be decided on the arrival of the ship in England. It would appear that the Consul certified that he had inquired into the complaint, and found that, by the evidence of the Master of the Shotton (s) and the Master of the Muncaster (s), and the statements of the Master, Mates, Engineers, Cook, and Steward of the Salisbury (s), as also the offender's own confession, the insubordinate Fireman "did make use of the most foul and abusive expressions towards the Master." The Consul could have called a Court, and in the interest of those who do their duty on shipboard, and for the protection of Masters, an Inquiry should have been instituted. As to the neglect of the Consul in not sending the man on board, the facts should be represented to the Foreign Office.]

ATTENDANCE AT COURT.

SIR,—I was subpœnaed on the 25th of January to appear in London on a collision case on the 2nd of February. I left Shields on the night of the 1st of February, and was in London until the evening of the 3rd, upon which day the witnesses on our side were heard. All our witnesses received their pay, viz. 1*l.* 1*s.* per day, but me, and I charged them professional pay, but the clerk said that I had better send them my account up from Shields as he did not think he had money enough to pay me. My arrangements for the management of my own business had to be made shortly after the date of the subpœna, and as I am Manager and Engineer for a Company of tugs, such arrangements could not be made in a day. I attended also one day on board their vessel at Shields to give them my statement and a drawing of the collision. I also wrote to the Owners of the vessel saying that I would be at no loss financially through my attendance to the subpœna, and received an answer saying that I should not be.—Yours, &c., A SUBSCRIBER.
South Shields, Feb. 14, 1877.

[Our Correspondent is entitled to payment for four days' attendance, viz. one in court, two for travelling, and one day on board the vessel in harbour, at the rate of one guinea per day, as also for his railway fare and hotel expenses.]

SURVEYORS' FEES.

SIR,—The Board of Trade Surveyor recently paid my vessel a visit at an Irish Port, and suggested a small alteration, which was complied with. He charged me, fee and

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expenses, 10*s.* 2*d.*, and on my asking him for a receipt he refused to give it me, as also to others. Could he legally refuse to give a receipt? if so, what have we to produce to our Owners to prove the payment?

Bristol, March 10, 1876. A MASTER MARINER.

[In the event of a Surveyor refusing to give a written acknowledgment for moneys received, a representation should be made to the Board of Trade.]

SURVEYORS' FEES.

SIR,—In your reply to my inquiry you say the fees are recoverable as Salvage. In the case referred to the ship's register was given up to the Collector of H.M.'s Customs by order of the Board of Trade as security for the repairs being executed. The Shipbuilder got an order from the Admiralty Court for the sale of the vessel to pay the amount of his bill for these repairs, and, after the sale took place, the old register was given up by the Collector of H.M.'s Customs and a new one granted to the purchaser. Now, in all cases of Salvage the parties having claims against the vessel lodge their claim in the Admiralty Court when the ship is advertised for sale. If any Salvors should neglect this at the time, do you consider they could arrest the vessel six months subsequent to the transfer by order of the Court? The Board of Trade did not put in their claim, and, having given up possession of the old certificate of registry, it seems an extraordinary stretch of the Salvage clause to endeavour to compel the new Owner to pay a debt contracted by the previous Owner of the vessel. There has been gross neglect on the part of the Board of Trade in not sending in their account; and I cannot see how, either in law or justice, they can enforce such a claim.—Yours, &c., SHIPOWNER.

Newcastle, Jan. 13, 1877.

[By a provision of the Merchant Shipping Amendment Act, 1873, the costs of detention and survey were made recoverable as Salvage, and this provision has been re-enacted in the Act of last year, the object being obviously to give the Board of Trade as to these charges a remedy against the ship and against the Owner. It is a well known rule of Maritime Law that a Maritime lien is extinguished by a sale of the Res, made under the authority of the Court of Admiralty, though it would be otherwise if the sale was extra-judicial and to a third party without notice.—(The Saracen, P. C., and the Mellona.) The Board of Trade's lien as Salvors—supposing that lien to exist under the Statute—would be extinguished by a sale by order of the Court, though, if the ship was under detention by the Board at the time of sale, it might be a question whether the Court would not, under the circumstances, reopen the sale. As our Correspondent puts the case, however, the lien on the ship would appear to be gone, though the Owner would still be liable personally for the costs of survey and detention.]

EXPENSES OF PROSECUTION.

SIR,—If a Sailor deserts his ship, and is imprisoned for the offence, is the Master liable to be charged with the expense of the prosecution? and, if so, can the Master dispose of anything in the ship belonging to the Sailor to reimburse him for his outlay? If he cannot do so, it would induce the Master not to prosecute, to avoid incurring expense.—Yours, &c., A BRITISH SAILOR.

Rye, Sept. 26, 1876.

[Whenever a Seaman has been convicted of any offence, the Court hearing the case may direct a part of the wages, not exceeding 8*l.*, to be applied in reimbursing any costs properly incurred by the Master in procuring the conviction. (Section 251, Merchant Shipping Act, 1854.) The Master of a ship cannot legally dispose of a deserter's clothing and effects to repay himself without an order from a Court.]

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BOARD OF TRADE AND CLUB SURVEY.

SIR,—I am the Owner of a small vessel that has been under repair and had Club inspection, and she was repaired to their satisfaction. Can the Board of Trade stop my vessel or compel me to do more; or what is my remedy with them?—Yours, &c., A VICTIM.

Dec. 14, 1876.

[The report of a Club Surveyor is not binding on the Board of Trade if, on inspection, a vessel is found to be unseaworthy.]

JURISDICTION IN WAGES CASE.

SIR,—Is there any summary mode of recovering wages earned at sea (other than under the Merchant Shipping Act), in which the order of the Magistrate is final and without appeal, and in which the penalty for non-compliance with such order is imprisonment?—Yours, &c., MUSLIM.

Feb. 7, 1877.

[Our Correspondent might proceed on the Admiralty side of the County Court, and, in the event of an order of the Court not being obeyed, the Judge might order the attachment of defendant.]

OFFICIAL INQUIRIES AND WITNESSES' EXPENSES.

SIR,—I was serving on board a steamer as First Engineer. Our articles of agreement were all signed, and ship cleared by the Customs Authorities, when I was served with a subpœna, at the instance of the Board of Trade, to attend and give evidence at an Inquiry respecting a case of collision. I attended and gave evidence as required, but in the meantime my ship sailed, and I am in a state of enforced idleness until its return. Can I compel the Board of Trade to pay my salary until the return of my ship, seeing I was in no way responsible for the collision, neither could any charge be brought against me in connection with it? If the law gives the Board of Trade the power to take whoever they choose out of a ship's officers without remunerating them, I would point out the great hardship they thus entail upon their unwilling subjects. Men who, as a rule, have only their labour to depend on for their maintenance, are compelled to sacrifice 20*l.* or 30*l.*, or perhaps 40*l.*, in wages through causes with which they have nothing whatever to do, and cannot possibly avoid. A SUFFERER.

Hartlepool, Oct. 15, 1877.

[Our Correspondent could not compel the Board of Trade to pay his wages until the return of the steamer to England, if the Inquiry has terminated before that event. Receivers of Wreck or Superintendents of Mercantile Marine Offices are desired to report to the Board of Trade on any case where a larger rate than the ordinary scale of remuneration might be recommended; and we would advise a reference to the Receiver or, if necessary, to the Board of Trade.]

LIABILITY OF OWNER FOR UNSEAWORTHINESS.

SIR,—In your leaders of Feb. 16 and Dec. 27, 1875, I understand you to say that, by common law, an Owner's liability is unlimited in the event of a ship being unseaworthy at the time of her loss, although the vessel may have been abroad and out of his supervision for some time, and the fault, if any, has been that of his Captain or Agents. Is not this overridden by the Acts of 1854 and 1862; and in damage arising to either ship or goods without his privity or fault, the liability is limited to 8*l.* or 15*l.* per register ton, even though the ship is unseaworthy at the time of the loss or damage to the ship and goods? To put a case: Suppose a Captain leaves a foreign Port with a very valuable cargo, and the ship overladen—which, of course, means being unseaworthy, a circumstance with which the Owner is wholly unacquainted—is his (the Owner's) liability limited to 8*l.* or 15*l.* per ton register, or is it unlimited? N. S.

Sunderland, May 19, 1876.

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[Section 54 of the Merchant Shipping Act, 1862, enacts that "the Owners of any ship, whether British or foreign, shall not, where certain events occur without their actual fault or privity," be liable beyond certain limits. Then follows the limiting of the liability to 8*l.* per ton to loss or damage of goods or ships, and to 15*l.* per ton to loss of life or personal injury. If, therefore, a vessel was made unseaworthy by the Master, as distinguished from a Charter to load a given quantity of goods, without the fault or privity of the Owner, the liability would be limited in accordance with the Act.]

LIMITED LIABILITY OF SHIPOWNERS.

SIR,—Where a vessel has been held liable for colliding with and sinking another, is it on the net or gross register tonnage of the ship that has been in fault that the 8*l.* or 15*l.* per ton (as the case may apply) are computed in accordance with the Statute of Liability, and are fractions of tons counted as whole tons? Is this Statute applied alike to both sailing ships and steamers as regards computing their tonnage, and, if not, wherein is it differently applied?—Yours, &c., LEX.

Belfast, Aug. 15, 1876.

[The registered tonnage of sailing ships and the gross tonnage of steamers are assessed—in the latter case without deduction on account of engine-room. Fractions of tons are not taken. A part counts as a whole ton.]

SURVEY ON TRANSFER.

SIR,—Can I sell a ship of mine, now discharging on the Continent, to a foreigner without first getting an English Board of Trade certificate?—Yours, &c., ENQUIRER.

Liverpool, Jan. 12, 1877.

[Section 86 of the Merchant Shipping Act, 1854, and Section 6 of the Merchant Shipping Act, 1873, do not apply to vessels sold to foreigners in foreign Ports. The law of the State where the ship is to be registered would govern the transfer. Some States require a certificate of seaworthiness before they admit them to their registers. Belgium, Germany, Greece, Portugal, Columbia, Brazil, Peru, Chili, the Argentine Confederation, Venezuela, and Costa Rica are the States which have decided on the adoption of this policy.]

BOARD OF TRADE SURVEYORS.

SIR,—Are Board of Trade Surveyors justified in going on board a ship, when in dry dock repairing, and prowling about every part of her to endeavour to discover defects, assuming no information has been laid against her? The ship in question is perfectly good in every respect, and it seems hardly fair to have to submit to such interference.—Yours, &c., WM. THOMAS.

Swansea, Feb. 5, 1877.

[Under Section 14 of the Merchant Shipping Act, 1854, the Board of Trade are empowered to appoint Surveyors or Inspectors; and, under Sec. 15 any Inspector "may go on board any ship, and may inspect the same, or any part thereof, or any of the machinery, boats, equipments, or articles on board thereof to which the provisions of this Act apply, not unnecessarily detaining or delaying her from proceeding on any voyage." The subject is specially treated in a leading article in the *Shipping and Mercantile Gazette*, Nov. 11, 1876.]

PASSENGERS IN UNLICENSED STEAMERS.

SIR,—1st. A British steamer traded between England and the Black Sea Ports, but was not licensed to carry passengers. Would the Master of such a steamer be liable to a penalty for carrying passengers from any of the Black Sea Ports to Constantinople or Malta? 2nd. If the above should be an offence, would the Master or Owners be liable, and what would be the penalty?

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[1st. The provisions of the Merchant Shipping Acts with respect to Surveys and Certificates of Passenger Steamships include "every British steamship carrying passengers to, or from, or between any place or places in the United Kingdom."—(Section 303, Merchant Shipping Act, 1854.) The "Passenger Act, 1855," Section 4, extends to every "passenger ship proceeding on any voyage from the United Kingdom to any place out of Europe, and not being within the Mediterranean Sea"; and by Clause 95, to "any voyage from any place within any British possession to any place whatever, where the distance exceeds 400 miles, or the duration of the voyage three days." A British steamer could therefore carry passengers between any two foreign Ports without being licensed by the Board of Trade, or from a foreign Port to, but not from Malta, without her Owner incurring any penalty. 2nd. If the Act has been evaded, the Master or Owner, whoever is in fault, is liable to the fines and penalties of the Acts.]

PASSENGER STEAMERS AND TUGBOATS.

SIR,—I have read with great interest your excellent article in your issue of to-day referring to the case of the steamtug Fearless, and should like to ask a simple question upon the same subject, which is of very great importance to us Masters. In cases of distress, when a vessel is in danger of sinking, and the Crew or passengers are compelled to abandon her, in what position would a Tugmaster be placed should he, as an act of humanity, rescue them and land them at a place of safety?—Yours, &c., A TUGMASTER.

London, Sept. 20, 1876.

[The Judicial Committee of the Privy Council having decided that to constitute a person a "passenger" within the meaning of Section 379 of the Merchant Shipping Act, a fare must be paid or agreed upon, it follows that if the Master of a tugboat were to agree with the Captain of a vessel in distress to convey his Crew on shore for a certain consideration, that would bring the vessel within the Statute, and make her, for the purposes of the Act, a "passenger steamer." It would rest, however, with the Board of Trade to direct a prosecution, and we feel assured that no proceedings would be taken against the Master of a tug for rescuing a shipwrecked Crew or Seamen from a vessel in a sinking state. The case as put, however, might be regarded as one of Life Salvage, in which case it would be discretionary with the Board of Trade to award remuneration in the event of no consideration having been received.]

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SIR,—Can an unlicensed British steamer carry passengers to and fro in the Mediterranean—say between Malta and Constantinople, or from Malta to Gibraltar, and *vice versa*—without being made liable to a fine under the Passenger Act?—Yours, &c., A BRITISH SHIPMASTER.

Wisbeach, Sept. 11, 1876.

[A passenger steamer includes every British steamship carrying passengers to and fro or between any places in the United Kingdom.—(Section 303, Merchant Shipping Act, 1854.) The Act in this respect does not apply to foreign Ports or British possessions.]

DISCHARGING SEAMEN ABROAD.

SIR,—My vessel arrived in —— from London with a general cargo, and, after commencing to discharge, I found the Crew were getting drink by some unknown means. I was upon the alert to see if such was the case, when I was awoke one night at hearing an unusual noise forward. I found the Carpenter with bottles in his hand, and on going in search with the Mate to the place where the Carpenter

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was standing, found a bottle of champagne, and on entering the men's house on deck we also found an empty port wine bottle, both of which corresponded with the contents of the cargo. On examining the lower forecastle we found the bulkhead forced in, and also a passage made through the coal locker into the mainhold. The men were taken before H.B.M.'s Consul, the bottles produced, and also the labels from the broached cases, which corresponded together, the forcing open of the hold being explained, as well as the finding one of the Crew with spirits. The Consul said there was not sufficient evidence to convict upon, and dismissed the charge. I then stopped all liberty to any of the Crew to go on shore or leave the ship. The following day four of the Crew refused duty, and were taken before the Consul, who sent them to gaol for seven days with hard labour. After their time expired they refused to turn to, were sent again to gaol until the ship was ready for sea, and they were taken on board the night before clearing, but still refused to work. I then told them that they must all go in irons, and that I should employ men at their expense to work the ship to the next Port. All threatened to mutiny the first chance, and said they would make a Flowery Land of the ship if ever they got the chance, if taken to sea in irons. I then engaged six Sailors to get the ship ready for sea and for the run from —— to ——, some 800 miles. I then went on shore and reported the case to the Consul, who said my situation was bad, and that he believed my Chief Mate was at the head of the whole affair. I said that he (the Consul) must send on board my ship and secure those men, as they might do harm on board. I at this time informed the Consul that I had engaged six men, and that I should put the other four in irons until I arrived at ——. The Consul advised me at this time to discharge them, to save myself further trouble. I consented, if he would allow me to deduct all expenses incurred for doing their work while in gaol. He said, "By all means, if they agree to that." I said, upon no other conditions would they be discharged. However, all of them agreed to pay any expenses incurred in their absence from the ship. I took them on shore the following day to the Consul's office to discharge them, when the Consul's police officer, or clerk, explained to these four men that upon their receiving their discharge each man had to pay $5 as a guarantee fee that they should not come upon the Consul's hands afterwards for a passage home to England; and, further, each man was given to understand that they had to pay two weeks' board in advance to the boarding master, who attends at the Consul's office for that purpose. All of them consented to these conditions, and were discharged accordingly. I then paid the usual clearance fees, and my papers were handed over to me. I intended to sail the following morning for —— with the remainder of my cargo. At that time the boarding-house keeper met me at the Consul's office door, and said that the men I had discharged had less wages due to them than he expected, and that I would have to give him a little more, as they might be upon his hands for some time. I had previously spoken to this man about the men being discharged, and he then said, as each man had $15 due to him, he would accept them if I gave him $3 each, and all was arranged privately to that effect by a verbal agreement. After discharging the men I met this man at the Consulate office door, and told him that I had not the money upon me, and that I would see him again; but the same evening he had followed me to a Captain's house, and said he had come for the money I had promised to pay him, and insulted me in the presence of strangers. Next day I was busy settling accounts, and at 10.30 P.M. I went on board, and, to my astonishment, I found this man waiting for me. I asked him what he wanted on board my ship at so late an hour. He said he had come for the money, and I ordered him over the side, which he refused to obey, but said he would stop in the ship to the next Port, and make me treat him as a first-class passenger and pay his passage back to ——. I told him if he insisted on staying on board, as soon as I was at sea I would treat him as a Seaman, and confine him in irons if he was the cause of disturbance on board, and also make him pay for his passage in my ship against my orders, he having used abusive language on board to me. At 4 A.M. the next morning he left the ship, and I proceeded to sea that morning, and arrived at my destination in about nine days. When I went on shore to enter my ship at the English Consul's office, I was informed that a letter was there waiting me from ——, sent by the British Consul, with a claim of $22, the guarantee fees of four Seamen discharged from my vessel in ——, and that I had declined, or refused, to pay the above; and this claim was supported by two affidavits, one from the boarding-house keeper, and the other from the police-officer. The claim was considered legal, and I had to pay it before the ship cleared from ——. I told the Vice-Consul at —— that I would not pay such a claim, and I was then accused of not having six Japanese Seamen, which I had taken by the run from —— to ——, upon the articles, and was fined. I then shipped five of the Sailors, and was compelled by the Vice-Consul to give them a month's advance in cash, which I declined to do, and said I should deposit three months' advance in my Agent's hands, payable when the ship sailed. That would not do, and I had great trouble with the men going on shore and getting drunk. The Vice-Consul guaranteed he should see them on board before the ship sailed, and after I had discharged my cargo and was ready for sea I gave notice to the Consul 24 hours before I cleared. The following day I went to clear my vessel at the Consulate, and was asked if I was ready to pay the claim standing against me in the office. I said I would not. The Vice-Consul then told me that my papers would be detained until I did pay. I then saw the Consul, and asked why I was refused my clearance and papers. He said I must pay $22 first, but I would not. The police received orders to go on board my vessel and take what things that could be got, and bring them on shore to sell for the $22. I was then asked to proceed on board to show my effects, but I refused to do so; and I told the Vice-Consul that I should make him pay damages (according to Section 50 of the Merchant Shipping Act) for detaining my ship, and also Demurrage for every day's detention in harbour, which would amount to more than $22. I was then told that I was authorised to have my papers, which were then signed and the usual fees paid. The Vice-Consul then said he would keep my papers until I brought the five Sailors on shore to see if they had their month's advance. The following day I brought them on shore, when two of them deserted, and the other three got drunk with the remainder of the advance that the Vice-Consul compelled me to give them that day. I had refused to give them it all, as they had shipped to find their own food, and at this time they had none on board. The three were sent on board after a day or two, and the other two were never looked after by the Consul, who guaranteed to send them. If I had not been compelled to bring these men on shore they could not have deserted, as I was keeping a sharp look out for them until I got out of harbour; but owing to this I was detained a week. 1st. Can I claim damages from the Consul? or was he acting justly? 2nd. Could he lawfully detain my ship or papers for such a claim as the above? 3rd. Could he punish me for not having the Seamen on the articles, although I had a letter of agreement with the said Seamen for the run; or had the Consul any right to send the aforesaid claim to another Port against me after clearing my vessel and delivering my ship's papers, when I paid the usual fees standing against me in his office? 4th. Cannot I choose and ship any Seaman I think will suit me in a foreign Port without being compelled to take men from a boarding-house keeper who attends the Consul's office for the purpose of obtaining money from Shipmasters when discharging and shipping Seamen? 5th. Can they compel me to pay the above claim when the said Seamen agree to pay their own guarantee fees for obtaining their discharge from the ship? 6th. Are such fees legal, and are British Consuls authorised to charge such fees, although they are placed in a foreign Port to look after the interest of British subjects?

Jan. 5, 1876. A SHIPMASTER.

[1st. Damages could not be recovered from the Consul under the circumstances. 2nd. The Consul could lawfully detain the vessel. 3rd. The Seamen should have been engaged before the Consul. The penalty for not doing so is 20*l.* (Section 160, Merchant Shipping Act, 1854). Seamen discharged abroad by consent of parties are not called upon to pay their passage home. The Master could be compelled, under Section 205 of the Act, to deposit a sufficient sum to defray the subsistence of the men and their passage home. 4th. Seamen in a foreign Port may be had without receiving

them, by compulsion, from any particular boarding-house keeper. 5th. The ship is still liable for the Consular claim. 6th. The fees are made payable by Statute.]

PAYING OFF CREW ABROAD.

SIR,—I shipped a Crew of eight hands at Shields for Lisbon, on board a small steamer, "by the run," at a certain rate per head, stipulating that they were to defray their own expenses home, which was duly entered in the ship's articles and agreed to by the Crew. The vessel put into Brest, where the Crew complained to the British Consul of her unseaworthiness. Although the run was only half completed there, I expressed my willingness to pay them as if arrived at Lisbon. This was overruled by the Consul, who compelled me to forward them home at my expense, in addition to full wages as due at Lisbon. Is this the law, or were the Crew bound to pay their way back? and, if so, how could I recover? C. E. DE LACY.

Dalston, Dec. 26, 1875.

[If the vessel put into a foreign Port to repair, or for shelter, during the voyage, and the Crew refused duty in consequence of alleged unseaworthiness, it would be the duty of the Master (see Section 9, Merchant Shipping Act, 1875) to use all reasonable efforts to make the vessel fit to continue the voyage. If the vessel was seaworthy on entering the Port of refuge, or was made so before sailing, the Crew would be bound to fulfil their engagement; but as the contract was for a lump sum, and the Master consented to abandon the articles, the Consul would be right in insisting upon the full amount being paid, and the passage money; also the contract to pay off men abroad, without finding them passage home, being *ultra vires*.—(See Letter "Seamen Discharged Abroad," page 218, *Maritime Notes and Queries*, Vol. I.)]

ENGAGEMENT OF SEAMEN.

SIR,—I am engaged by a Shipowner, of North Shields, to collect Seamen together, so that they may be at the Board of Trade Shipping-office in time, in order to save trouble to the Captains, for which I receive a small sum for each vessel. Can the Board of Trade prosecute me for so doing? I have no license. J. S.

Shields, March 3, 1876.

[If our Correspondent is a *bonâ fide* servant, and in the constant employment of the Owner, he may engage or supply Seamen, but not otherwise.—(See Section 147, Merchant Shipping Act, 1854.) Engaging or supplying Seamen contrary to the law would render our Correspondent liable to a penalty not exceeding 20*l*.]

BURIAL EXPENSES OF SEAMEN.

SIR,—In the event of a Seaman dying in a hospital abroad, after being sent on shore from his ship to it on account of sickness, is the man's estate, viz. his balance of wages, or, if this is insufficient, the sum realised by the sale of his effects, to be charged with the cost of his burial, or does this item of expense fall upon the ship? PALINURUS.

March 10, 1876.

[If the Seaman was removed from the ship to the shore to prevent infection, or for the convenience of the ship, the hospital expenses would have to be paid by the Owner of the vessel; but if the man was not landed for the convenience of the ship, or to prevent infection, and did not return to his duty, any reasonable expenses duly incurred might be deducted from the wages. In either case, if the wages were sufficient for the purpose the burial expenses could be deducted, as the Seaman did not return to his duty. As regards the assets, in the shape of money, clothes, and other effects, everything belonging to the deceased that was not on board the ship would have to be taken possession of by

the Shipping Master, if in a British Colony, or by the Consul in a foreign Port, and the proceeds arising from the sale of such effects handed over to the Board of Trade.—(Section 197, Merchant Shipping Act, 1854.) If the Shipping Master or Consul "considers it expedient so to do, and requires the effects, money, and wages to be delivered and paid to him," the Captain is bound to account for the same.—(Par. 2, Section 195.) If the Shipping Master abroad, or the Consul, has received the moneys and effects of the deceased, and a charge has been incurred, the Board of Trade might allow a portion of the sum realised on the sale of the clothes of the deceased to be applied in payment of the burial expenses. There is no power given under the Statute to the Master of a ship to apply the proceeds from the sale of a deceased Seaman's effects to burial expenses. Paragraph 4 of Section 228 refers only to deduction from wages.—(See Letter, page 147, *Maritime Notes and Queries*, Vol. I., and page 125, Vol. II.)]

SEAMAN INJURED.

SIR,—Is the Master or Owner of a ship liable to defray the cost of medical and other expenses in connection with an injury sustained by a Seaman under the following circumstances? While doing ordinary ship's duty on board a vessel lying in a Port in the United Kingdom, and through no fault on the part of the man, a part of the ship's equipment struck him and broke one of his legs. Before the extent of the injury was ascertained, no medical man having been called, the man was carried on shore and taken to the Shipping-office, where he was discharged. On reaching home, it is found that his leg is badly fractured. With reference to the Merchant Shipping Act, is the Owner free of liability in such a case? NAVIS.

Sept. 16, 1877.

[The better opinion is, that Section 228 of the Merchant Shipping Act refers to a hurt or injury received on a foreign voyage. If it was a simple accident, or the Seaman was injured by his fellow servants, the Shipowner is not liable. On the other hand, if the gear was in bad condition, the Seaman would have his remedy by action at common law.]

SEAMEN INFECTED AT SAILING.

SIR,—Referring to the letter in your issue of 25th inst. from a "Colonial Shipmaster," on Seamen incompetent at sailing, and your able reply, we beg to bring the following to your notice:—A vessel of ours left London last month for a Port in Wales, to load coals for Ceylon. Scarcely had she got clear of the Thames when one of the Crew—who all came on board as usual at the last moment—went below sick, and did not do a stroke of work all the passage. On arrival at the loading Port he was taken ashore, when it was found he was suffering from smallpox, but a mild attack, and he promptly recovered. Two other men were also found to be ill, and from the same disease, and likewise went on shore. On discovering this, the whole of the remainder of the Crew were vaccinated, and the ship properly disinfected. We now have a bill sent in by the Board of Trade Medical Inspector for medical attendance and board of two men for six weeks. About three weeks of this period have expired, and three weeks are yet prospective. Thus we are put to an expense of about 35*l*., to say nothing of the trouble. These are the items:—Board and lodging for two men, 5*l*.; solicitors' demand on behalf of the doctor, 24*l*. 3*s*.; advances and other charges, 6*l*. Are we liable for this, or for what portion, seeing that the men were shipped in a British Port and landed in a British Port, the voyage only being a week between the two? If the ship is liable for the whole, then we feel that there is something needs rectifying in the law, as British seamen occupy a protected position such as no other class of workmen in the country do? What other servant, after a week's service, can compel his employer to pay for medical attendance and maintenance during illness, and not only actually incurred, but prospectively, until his probable recovery, as the bills enclosed for your perusal claim from us? UNPROTECTED SHIPOWNERS.

London, May 26, 1876.

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[In our opinion a Shipowner is not liable for expenses incurred on account of Sick Seamen when on shore in the United Kingdom, though he would be if a Medical Poor Law Officer, or other practitioner, attended on board a vessel. If, however, the men were vaccinated by order of the Master, and he pledged his credit for the medical expenses and board and lodging, he would be liable. Magistrates have summary jurisdiction where the claims in any one cause do not exceed 20*l.* Payment should be resisted of all shore expenses incurred without the Master's authority, and this would raise the question of liability under the "Port Sanitary Laws," a *résumé* of which will be found at page 150, *Maritime Notes and Queries*, Vol. I. "If a Master send for a medical practitioner for his servant, *whilst under his roof*, he is liable; and the Master cannot deduct the expense occasioned thereby from the servant's wages, unless it was specially so agreed" —("Sellen *v.* Norman")—even though the illness arise from an accident happening in the performance of his duties. The Public Health Act, 1872, and not Par. 2, Section 228, Merchant Shipping Act, 1854, applies in the United Kingdom, and we cannot understand on what authority the Board of Trade can make a Shipowner pay board and lodging and medical attendance for a Seaman in the United Kingdom.]

SEAMAN INCOMPETENT AT SAILING.

SIR,—A Sailor comes on board in the afternoon, goes to bed immediately afterwards, and next morning, when asked to turn out to work (vessel being then towing to sea), says he is sick. The vessel proceeds, and the next day the Sailor declares he has rheumatism, and continues laid up for three and a half months. On arrival of the ship out he is sent to hospital in a foreign Port, and lies there during the vessel's stay, at the Owner's expense. When the ship is leaving the Master is compelled by the Consul to pay the hospital expenses as well as full wages for this Seaman, who never was able to do an hour's work. 1st. Am I obliged to pay wages and hospital fees of a Sailor who engages and receives an advance, knowing himself to be at that time grossly incapable through sickness? 2nd. What are the means of redress? COLONIAL SHIPMASTER.

Belfast, May 20, 1876.

[The case rests on Sections 209, 211, and 213 of the Merchant Shipping Act, 1854. As to wages and the recurrence of a malady, see letter "Deductions for Inability," page 131, *Maritime Notes and Queries*, Vol. II., and the Cathaya —("Barker *v.* Windin")—Court of Exchequer, December 1853. Wages would be due up to the time the Consular discharge was given, but hospital expenses may be deducted therefrom. A Shipowner is not liable for the passage home of a Seaman duly discharged and left behind from inability to proceed, unless he is injured in the service of the ship—(Section 205). 2nd. If the Consul has not allowed the Master the hospital expenses out of the wages paid, we would recommend an application to the Board of Trade.]

SEAMEN AND DEAL RUNNERS.

SIR,—I shipped a crew in London a fortnight ago, and, as usual, they made a dockhead jump on board as the vessel was leaving. Some of them were more or less intoxicated, and nearly all of them went into the forecastle and would not turn to until they were shut out, which was a cause of complaint before we reached Millwall. I towed to the Downs and anchored, and thence proceeded on our voyage, but, owing to calms, was carried back and brought up. Next morning six of the Crew refused duty, and stated that they were going on shore, alleging nothing against the seaworthiness of the ship. I deemed it unsafe to let them go out of the ship at the Downs, and therefore kept them on board. They even refused assistance to navigate the ship to the nearest safe Port down Channel, and on getting underweigh with fair wind they demanded to go on shore to see a Magistrate, one of them showing me the Merchant Shipping Act to read. I landed them, and had to get assistance to bring the ship to a safe Port. Whilst going on shore, I learned they did not like the powder on board, and would not be shipmates with it. One of these men made a boast when on board that he had shipped in seven or eight ships during the last three months and had not gone to sea in one of them. How could he do that? Cannot we be protected from such men? These six men never intended to go the voyage; they were simply Deal runners.

Portsmouth, Feb. 8, 1876. A SHIPMASTER.

[We suppose the man alluded to had shipped seven or eight times in three months under aliases; but it may be doubted whether any one man could sign articles at Shipping Offices so many times in three months without detection, though it might, perhaps, be possible to do so. If, however, the man had been legally released from his previous engagements and again discharged by our Correspondent, he could continue the system of obtaining a month's pay for a run to the Downs. If a ship is seaworthy, and the Master prosecutes a Seaman, he can be punished for refusal of duty.]

SEAMAN'S EXPENSES ABROAD ON DISCHARGE.

SIR,—A Seaman on board a British vessel is discharged by mutual consent of both parties in an United States Port, and paid off before the British Consul, to the satisfaction of all parties. Some six weeks after this the Seaman made an application, and was admitted to the hospital, for which a bill of some $14 is charged to the Board of Trade, and for which that Board now makes a demand upon the Owners, which they refuse to pay. Can the Owners be justly called upon to pay this bill?—Yours, &c.,

Jan. 26, 1877. A NOVA SCOTIA SHIPOWNER.

[The Board of Trade have recovered expenses under similar circumstances from Shipowners whose vessels have been registered in the United Kingdom; and it might be a question between the law of the Dominion and that of the mother country as to whether the Board would have power to demand such charges from a Colonial Shipowner.—(See leading article in *Shipping and Mercantile Gazette*, March 1, 1876.)]

HURT OR INJURY IN THE SERVICE OF THE SHIP.

SIR,—I sailed from Swansea as Mate on board a ship, and when off the Horn I had a festered forefinger, which was afterwards frostbitten, and this caused me to lose it. I went to the hospital at Valparaiso on the 1st of October, and came out on the 26th of November 1875. Was I bound to pay my own expenses? I was charged 20*l.*, while the Mate of another vessel who was in the same hospital 18 weeks did not pay anything. J. E. C.

Cardigan, May 8, 1876.

[If our Correspondent was injured by being frostbitten on the voyage, we are of opinion that the hospital expenses would fall on the Shipowner.]

BOAT HIRE FOR INJURED SAILOR.

SIR,—If a Sailor gets injured on board a ship whilst lying in a roadstead, and has to be put on shore by the hobbler's boat, who is to pay expenses—the Owner or the Sailor?

Newhaven, May 10, 1876. CORRESPONDENT.

[Whoever engaged the boat would have to pay the Boatmen. If the Master made a signal for a boat and one came off, and he placed the injured man in the boat, he would be liable for the hire.]

INJURED IN THE SERVICE OF THE SHIP.

SIR,—I left Liverpool as Ordinary Seaman on board a sailing vessel on the 12th of last October, and on the following Tuesday we were putting a reef in the mizen upper topsail, when I fell, and afterwards found out the footrope was forward of the yard, which the Captain acknowledged after it

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was proved by the Chief Mate; but of course he did not know it before, as he expressed his regret. I injured my right elbow, knocked two teeth out, broke three front teeth, and got a general shock. I did my work after three weeks as well as I could. The Captain, on two occasions, sent me up to the royal yard, and at other times I had to go up when he was on deck. It is the right arm, and was very much bruised. It got better, but I could not bend it at the elbow in the slightest. When I arrived I went to the hospital, was there 76 days, and was discharged uncured and without any benefit. I was sent home by the Agent on May 6, and have been here 29 days, and have improved slightly. The ship left on April 19 to call at —— for orders. What am I to do, or is there any society to take up such cases on their merits? —Yours, &c., SEAMAN.

St. Bartholomew's Hospital, July 21, 1876.

[Our Correspondent, not having been cured, would be entitled under Sub-Section 1, Section 228, of the Merchant Shipping Act, 1854, to his passage home and wages up to the time he was brought to a Port in the United Kingdom. The fact of the rope having been placed forward instead of abaft the yard would not, in our opinion, give a Seaman, who should be conversant with his duties, and who ought to know when a rope was out of its place, a claim for compensation for injuries received in consequence. If, however, our Correspondent was forced to work aloft when he was in an unfit condition and unable to do so, and it could be proved that his recovery was retarded or his arm further disabled by such treatment, he might proceed against the Master for ill-usage, or sue him in the County Court for compensation. We would recommend the latter course. There is no public prosecutor or society to take up such cases.]

BURIAL OF WRECKED SEAMEN.

SIR,—A first-class ship was driven on shore and wrecked in a heavy gale of wind in the Black Sea, and the whole of her Crew were drowned. The bodies of the men washed on shore and have been buried. Can the burial expenses be deducted from the amount of wages due to each man at the time of the loss? SHIPOWNER.

Blyth, March 19, 1876.

[We are of opinion that the burial expenses might be deducted from the Seamen's wages.]

SICK SEAMEN AND COASTING TRADE.

SIR,—Is the Master or Owner liable, in the Coasting Trade, to maintain one of his Crew on the sick list and pay him his wages, and also for his medical attendance?

Oct. 5, 1877. A SHIPMASTER.

[If a Seaman is prevented by illness from performing his duties he may be discharged, but, if retained on board the ship, all medical advice and attendance would have to be borne by the Shipowner.—(Par. 8, Section 226, Merchant Shipping Act, 1854.) When, however, neglect of the Master or Owner can be proved, the Seaman can recover any expenses properly incurred by reason of such illness, not exceeding in the whole three months' wages.—(Section 7, Merchant Shipping Act, 1867.) While a man is serving on board a ship the wages run on, unless in a case where illness is caused by a man's own wilful act or default.—(Section 8, Act of 1867.)]

ILLNESS OF SEAMAN IN COASTING TRADE.

SIR,—My son had to leave a coasting vessel through an attack of fever. The Captain went away and refused payment of his wages. Can I compel the Master to pay; and can we claim payment up to the present date?—Yours, &c.,

Deptford, Aug. 11, 1876. AN ANXIOUS MOTHER.

[The Seaman should make an application to the Owner of the vessel for payment of wages due; and, in the event of refusal, the Master or Owner might be summoned before the Magistrates, under Clause 187 of the Merchant Shipping Act, 1854. Two days' pay on each day for 10 days is the forfeit for not paying the wages within five days after a Seaman's discharge.]

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SEAMAN'S CLOTHES.

SIR,—My son signed Articles, and took his clothes on board a ship bound for Pensacola. By some neglect on his part the ship has gone without him, taking all his clothes away. He went to Gravesend, and found the ship only remained there a short time to take two hands on board in the room of the absent ones. Is the Captain answerable for the clothes, or is he bound to bring them back?—Yours, &c.,

London, March 12, 1876. AN ANXIOUS MOTHER.

[For neglecting, without reasonable cause, to join a ship, a Seaman is liable to imprisonment for any period not exceeding 10 weeks, with or without hard labour, and also, at the discretion of the Court, to forfeit out of his wages a sum not exceeding the amount of two days' pay, or any expenses which have been properly incurred in hiring a substitute. —(Par. 2, Section 243, Merchant Shipping Act, 1854.) The clothes would not be forfeited, and therefore an application might be made for the same to the Master of the ship on his arrival in England.]

PRISONER'S CLOTHES.

SIR,—My son deserted his ship at St. John (N.B.), and was put in prison there for so doing. Ought not the Master to land his chest previous to sailing? He did not do so, but brought it to Ireland. Could I not get some recompense for such action, because my son, when he came out of gaol, had no clothing?—Yours, &c., A PARENT.

Bangor, April 19, 1877.

[The Master should have delivered the clothes to the prison authorities.]

DESERTER'S CLOTHES AND EFFECTS.

SIR,—I have prosecuted a Seaman for deserting his ship, and he was sentenced to a term of imprisonment. Upon whom should the expenses fall? And if I have paid them, can I detain his effects to defray expenses?—Yours, &c.,

Sept. 25, 1876. SHIPOWNER.

[A Seaman is liable to forfeit all or any part of the clothes and effects he leaves on board a ship when he deserts—(Section 243, Merchant Shipping Act, 1854)—but this forfeiture cannot take place without the order of a Court. The proceeds of all clothes, effects, and the wages forfeited must be applied in reimbursing the Owner of the ship for the expenses incurred, and the balance paid into the national exchequer (Section 253.)]

APPRENTICE'S HOSPITAL EXPENSES.

SIR,—My vessel is trading on the coast of British India, and I am informed that an Apprentice is at the hospital in Madras suffering from dysentery, not, of course, caused in the execution of his duty. Supposing the Apprentice is not sufficiently recovered to be taken on board the vessel, and is, in consequence, left behind in the hospital, who is responsible for his hospital expenses after the ship has sailed? I am informed that the doctor says the boy will never get well until he returns to Europe. Supposing the doctor says he is unfit to perform his duties on board the vessel, and the boy's father wishes him to come home in another vessel, who is responsible for his passage money from Madras to England?—Yours, &c., A CONSTANT READER.

Guernsey, Feb. 6, 1877.

[The indentures are not cancelled by the Apprentice having to be sent to the hospital. The Master would have to pay the medical expenses, board, and lodging, and provide the boy with a passage home; but, in the event of his death whilst on service, the cost of burial could be deducted from his wages.—(Par. 4, Section 228, Merchant Shipping Act,

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1854.) If the health of the Apprentice admits of his working his passage home, the Master might allow him to earn wages for the voyage.—(See page 135, *Maritime Notes and Queries*, Vol. II.)

BURIAL OF AN APPRENTICE.

SIR,—Suppose an Apprentice goes to bathe, although advised not to do so by the Captain, and the boy is drowned and the body found and buried, who pays the expenses for recovering and burial, the deceased having no wages due?—Yours, &c., SHIPOWNER.

Newcastle, Aug. 31, 1876.

[Whenever any Apprentice dies the Master must, within seven days, if the same happens within the United Kingdom, or if the death happens elsewhere, notify the same to some Shipping Master under a penalty of 10*l.*—(Section 143 Merchant Shipping Act, 1854.) If any Apprentice to whom wages are due dies before the same are paid, such moneys must be paid over as prescribed.—(Section 184.) The sale of the effects of an Apprentice and a statement of each article sold have to be entered in the official log.—(Section 282.) The charges for burial would fall upon the assets of the Apprentice; and if he has none, the question would have to be determined by the liabilities of the Shipowner under the laws in the State where the deceased was buried. In England the expense would fall on the parish.]

WRECKED SHIP AND SEAMAN'S CERTIFICATE.

SIR,—A Seaman left England as late as Sept. 23 for one of the Gulf of St. Lawrence Ports, and the ship was wrecked when homeward bound, at the latter end of December, near the Straits of Belle Isle. The Seaman wintered out there and came home to England as quickly as possible in order to get discharged, there being no authority out there. When he arrived, at the latter end of April, and applied to the Owner the latter refused to settle, or to give him a Shipping-office discharge until the Captain's arrival in England. The Seaman cannot get a ship without a discharge. What is to be done, he having no money and no clothes?—Yours, &c.,

London, May 11, 1877. A SEAMAN.

[If the Shipowner refuses to pay the wages due, and the Seaman can prove that he served on board the ship up to the time of her wreck, he should apply to the Magistrates. The Shipowner cannot give a Shipping-office discharge. The Master of the ship should have given the men a discharge, as provided for under Section 172 of the Merchant Shipping Act. We would advise our Correspondent to represent his case to the Shipping Master at St. Katharine's Dockhouse.]

ENGINEER'S ENGAGEMENT.

SIR,—Having engaged an Engineer on board the steamship —— for the summer season, and paying him a weekly wage of 2*l.* 5*s.*, can he leave my vessel at any time, or at any place, without giving me proper notice? If so, what notice ought he to give? or what punishment is he liable to for leaving the vessel under such circumstances?—Yours, &c.,

Scarborough, July 31, 1876. J. S. S.

[For refusing without reasonable cause to join his ship, or to proceed to sea in the vessel, the Engineer would be liable to imprisonment for any period not exceeding 10 weeks, and to forfeit out of his wages a sum not exceeding two days' pay. As the agreement was for the season, the Engineer would not be legally entitled to leave the ship until his period of service had expired.]

SHIPWRIGHT'S ENGAGEMENT.

SIR,—A Shipwright engaged to sail to America and back to England. The vessel was detained owing to frost, and also through being damaged by collision. He gave evidence according to truth, but against his Captain's interest. The Captain illused him and kept his tools and clothes. The young man wrote to the Captain stating that he was bound to ship for England to get his living. He arrived in England on the 6th of June, but the vessel did not arrive in England till the 14th or 15th of August. Can this young man sue for wages and loss of time, and expenses homeward? If so, should the Owners or Captain be proceeded against?—Yours, &c., MARINER.

Fishguard, Sept. 13, 1876.

[In the letter published in our impression of the 30th of August, to which we refer our Correspondent, it was stated that the Shipwright was discharged at Montreal and detained as a witness. His tools should have been given up at the time of his discharge, and if they were forcibly detained he would have a claim for compensation under Section 236 of the Merchant Shipping Act, 1854, and he may apply to the Magistrates for a summons against the Master, as directed by the Statute.]

CARPENTER'S ALLOWANCE AT INQUIRIES.

SIR,—Having been summoned to attend a Board of Trade Inquiry, what remuneration am I entitled to?—Yours, &c.,

Portinllaen, Sept. 19, 1876. A CARPENTER.

[The allowance is regulated by circumstances, at the discretion of the Board of Trade, to which department we refer our Correspondent. Not less than 7*s.* per day is given in any case, with travelling expenses.]

MASTER DECLINES TO DISCHARGE CREW.

SIR,—Referring to our inquiry and your reply thereto, under the above heading, in your issue of 25th inst., we beg to state that we omitted to draw attention to the fact that the Seaman in question failed to join the ship on the day specified by the Articles for him to do so, viz. the 10th, and did not make his appearance until the afternoon of the 12th, thereby failing to fulfil his engagement; and what we are desirous to know is whether, under such circumstances, we are bound to pay wages in respect of the two days, viz. 10th and 11th; for, if so, it appears to us an inducement for men to break their engagements if they have to be paid the same whether they join the ship in due time or not.—Yours, &c., SHIPOWNERS.

July 27, 1876.

[The wages would be due from the time the agreement was signed. For neglecting or refusing without reasonable cause to join his ship, or for absence without leave at any time within 24 hours of the ship's sailing, a Seaman is liable to imprisonment for any period not exceeding 10 weeks, and, at the discretion of the Court, to forfeit a sum not exceeding two days' pay, and in addition, for every 24 hours of absence, either a sum not exceeding six days' pay or any expenses which have been properly incurred in hiring a substitute.—(Sub-section 2, Section 243, Merchant Shipping Act, 1854.) The entries of the offences must be made in the official log, and signed by the Master and Mate, or one of the Crew.—(Section 244.) If, however, there was an agreement entered into under which the Seaman was to forfeit his wages by way of fine, and the offence was entered in the official log, the Shipping Master could deduct the same—(Section 256); and such fine would be paid to the Exchequer on account of the Consolidated Fund—(Section 11).

MASTERS AND NAVAL COURTS.

SIR,—Is a Shipmaster bound to attend a Naval Court, as a Nautical Assessor abroad, when called upon to do so by a Governor of a British settlement, or a Consul; and if he does attend, is he entitled to any remuneration for his services?

London, June 1, 1876. ASSESSOR.

[Any person who wilfully and without due cause prevents

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or obstructs the conduct of any case or investigation by any Naval Court shall be liable to a penalty of 50*l.* or imprisonment with hard labour for any period not exceeding 12 weeks.—(Sec. 266 Merchant Shipping Act, 1854.) A Master would be entitled to remuneration for his attendance.]

SIGNING ARTICLES.

SIR,—I shipped as Chief Officer on board a ship in a Northern Port. The Deputy Superintendent shipped us. On my proceeding to sign I was asked for my address. I replied I had no settled residence other than my ship, or a lodging where I seldom slept a second time. He refused to accept my signature, so I said, "Take that which is on my certificate. I have not lived there for 13 years, but am in correspondence with my aunt, who will forward any letter." This he also refused, and said it would not do; so I gave him an address I slept at one night the last voyage in London, warning him that the people living there did not know my name; but he said he did not care for that so long as he got an address. I had been some two voyages in the same ship, and as I was compelled to give him a virtually false or fictitious address I think it very strange that one department of the Government should compel me to do so, and another fine me for doing it. BLUE JACK.

Algiers, April 27, 1876.

[There is no law under which a Shipping Master is compelled to demand the private address of every member of a Crew on signing Articles.]

NOT JOINING SHIP.

SIR,—I had my ship ready for sea, and at tide-time my Mate did not make his appearance on board, so I proceeded as far as Kingroad, and then had to come up to Bristol again to fetch him. What claim can I make on him for detaining my ship a tide? SHIPMASTER.

Bristol, May 4, 1876.

[For neglecting, without reasonable cause, to join his ship, the Mate would be liable to imprisonment for any period not exceeding ten weeks, and to forfeit out of his wages a sum not exceeding two days' pay.—(Section 248, Merchant Shipping Act, 1854.) As no substitute was hired, no further deduction could be made by the Magistrates. No claim could be legally made, under the Act quoted, for the detention of the ship. Neglecting to join is treated as an "offence," and not as a "dispute," or civil cause.]

FEES ON IMPRISONMENT.

SIR,—The Magistrates at Gravesend Police-court had no alternative, as you will see by the report of the case in your impression of the 3rd, but to send me to prison; but they decided that no Court fees were to be allowed. When paid my account of wages at Tower Hill Shipping Office, 3*l.* was deducted to pay the Captain's expenses, including the solicitor's fee. What am I to do to recover the moneys deducted?—Yours, &c., SAM JOHNSON.

Gravesend, Aug. 14, 1876.

[Our Correspondent was ordered by the Mate to go up and scrape the main trysailgaff, but he refused to do so unless it was sent down. For this refusal of duty the Magistrates sent him to prison for seven days; but, in consequence of his previous good conduct during the voyage, the Bench did not impose a fine, and said "they would make no deduction from his wages." The Magistrates have power, under Section 251 of the Merchant Shipping Act, to direct a part of the wages—not exceeding 3*l.*—to be applied in reimbursing the Master for any costs incurred during the voyage in procuring the conviction of any Seaman or Apprentice; but this and the solicitor's fee cannot be lawfully deducted without an order from the Court. Apply to the Magistrate again. Court fees are distinct from costs.]

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DETENTION OF A SEAWORTHY SHIP.

SIR,—On my passage to this Port my vessel struck on a supposed wreck and made water. She was anchored at Monkstown 12 days, when one of the anchor-stocks broke, and she dragged out in the fairway. I got a tug and men, hove the anchors up, and towed her in on the mud, as she would be safer there with only one anchor. Four days after she was towed to Cork, and the first tide she lay there on the hard she got quite tight. There being no remunerative employment to be had when the cargo was out, the vessel was laid up until the middle of last month, and then I wished to take her to Milford for special survey for continuation on the A 1 class at Lloyd's, and sent a notice to the Board of Trade Officer, stating I would place her on the graving bank for him to see her bottom, and I did so. A Board of Trade Surveyor came and looked at her bow, and said I should strip all the metal off and caulk her. I saw nothing amiss with her bottom except the false keel being off and a heavy mark on the garboard forward. The metal was nearly as good as when it was put on, from the light water-mark down. The vessel's hull is equal to new, and has no defect whatever, and for the last four months she did not make a bucket of water, although always afloat. I thought it hard I could not take my vessel in ballast where I could get the work done to my satisfaction. There being no general Surveyor nearer than Belfast, I wrote to the Board of Trade on the 24th of May, and on the 8th of June I received a reply from the Officer at Queenstown stating the London Board could not entertain my proposition as to taking her to Milford, but recommended me to put her in dry dock or on a slip. On the previous day the vessel, then lying on the graving bank, aground 22 hours out of the 24, I being absent, a Customs Officer was put on board, and still remains. The vessel has been seven days on the slip, where she will be examined by Lloyd's Surveyors and reclassed, but at great expense, although the ship wants nothing except what is prescribed by Lloyd's Rules. When the metal was taken off and ship cleaned down, every particle of her plank showed the same as the day it was put on, and her bottom seams were perfectly hard. I wrote to London asking when the survey would be held, and described the vessel, but I was absent from the ship for some time afterwards. When I returned the Mate told me a Surveyor had been there. . . . He demanded the ship's logbook, and on the 7th of June the guard was put on board in the graving bank. The Chief Surveyor said that from the fact of the vessel having to be put on shore on the mud at Monkstown her seams were full of mud, and that was the reason she was tight. The vessel laid afloat with the Mate and Cook on board when the anchor-stock broke, as above mentioned, and she was put where she would take the ground. A vessel with her bottom covered with felt and metal from the light water-mark down, and which was as good and as smooth as when it was put on, could not get her seams full of mud. This vessel has always been A 1 in Lloyd's book, but her value has been so much depreciated by bad reports and these stoppages that she could not be sold, and I have already lost a paying freight. The absurdity of placing a guard on board a vessel in the graving bank, and now on the patent slip, must be apparent. Is there no redress to be had in this case? When she struck on the supposed wreck five inches of the keel were knocked off and the upper end of one of the scarfs was strained. When she struck on the hard, the latter went into its place again, and the vessel leaked no more.

Queenstown, June 16, 1876. SURVEYED.

[Under Section 14 of the Merchant Shipping Act, 1873, if an Owner is dissatisfied with any order of the Board of Trade upon survey, he may appeal in the manner provided by the Statute. In Ireland an appeal is allowed to any Court having jurisdiction under the Court of Admiralty Act (Ireland), 1867. If our Correspondent has carried out the instructions of the Surveyor as to the repairs without appealing, no redress is now open to him.]

DETENTION OF A SEAWORTHY SHIP.

SIR,—My vessel (see letter in your issue of the 20th inst.) has been some days on the slip here, is scraped and dubbed, and open in all the sections, according to Lloyd's Rules, for

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special survey for the A 1 class. She has been visited by the Chief Inspector of the Board of Trade, and twice by the Board of Trade Surveyors; and to-day she had another visit from a Board Surveyor, who, with mallet and chisel, cut and hacked her timbers. After three or four of those Surveyors examined her floors and futtocks, doing considerable damage, they could not find the least defect. What class of ships does the Board of Trade require to be seaworthy? If a certificate of A 1 classification is a guarantee for a seaworthy ship, why are those Board of Trade Surveyors interfering with the special Surveyors of Lloyd's? Are they not to be trusted? The last Surveyor of the Board of Trade who visited my vessel told me he would come after Lloyd's Surveyors had passed her, and see if they left anything undone. This is a grand state of affairs for the British Shipping Trade. Who are we to go to law with?—Yours, &c.,
Queenstown, June 27, 1876. SURVEYED.

[Our Correspondent's vessel struck on a rock and knocked off her false keel. The Board of Trade Surveyor obtained authority to detain her. The law prescribes the redress open to a Shipowner in case of improper detention. Instead of appealing to the Admiralty Court, the vessel was placed on a graving slip and submitted to inspection. If our Correspondent is dissatisfied with any order of the Board of Trade made on survey, he should apply to a Court with Admiralty jurisdiction. The Board of Trade do not acknowledge the certificates issued by Surveyors employed by any Society for the classification of ships, and are not bound to recognise them. Although the vessel may be seaworthy, uninsured, and classed, and not proceeding to sea, the Owner is not protected against harassing legislation, except through the intervention of an Admiralty Court.]

DETENTION OF SHIP.

SIR,—Some days since a vessel was detained when clearing coastwise at Newcastle Custom House, as her name had been amongst the stopped list two years ago. That was the only reason they would assign, and after being kept from 11 A.M. till past 3 P.M., thereby losing the day and tide, she was released, merely by the Captain giving his word that the ship was in good order and well conditioned.—Yours, &c.,
Montrose, Jan. 22, 1877. SHIPOWNER.

[The Board of Trade (Section 6, Merchant Shipping Act, 1876) have power to detain a ship, and so have "Detaining Officers" (Section 12); but no Custom-house Officer has any right to stop a ship, by refusing clearance, without an order from one or other of the above-mentioned authorities.—(See Board of Trade Surveys, page 140, *Maritime Notes and Queries*, Vol. III., and the Merchant Shipping Act in the Appendix thereto, with Explanatory Notes.]

UNSEAWORTHY SHIP AND IMPRISONED CREW.

SIR,—A refractory Crew were taken before the Bench for refusing duty, but the Magistrates declined to act without a Board of Trade Surveyor's report, and upon his report, which was that a little caulking of the decks was necessary, and that the ship was in every respect seaworthy, they were committed to six weeks' imprisonment; but on a subsequent Board of Trade survey the ship was pronounced to be unseaworthy. Are the Owners in any way liable to the Crew who were committed upon the first survey, the defects which showed her to be unseaworthy being known to exist when the first survey was held?—Yours, &c.,
Plymouth, March 15, 1877. A SUBSCRIBER.

[If the ship was, as stated, unseaworthy, and the defects were known to exist at the time of the first survey, the Shipowner would be liable to the Crew.]

UNSEAWORTHY SHIP AND PASSAGE HOME.

SIR,—I shipped as Cook on board a ship to Dublin and back from the Port of London. None of the Crew were called to sign articles until we arrived at Plymouth, having called at two Ports previously. I for one objected to proceed to sea, as the ship was unseaworthy. In consequence the vessel was detained in Dublin for repairs before she was allowed to leave, and we were paid off and left to get to London the best way we could. We received no discharge. The ship has just come home after being under repair three months. Can we recover loss of time and expenses to London?—Yours, &c.,
Bermondsey, April 1, 1877. W. H. PEARCE.

[If our Correspondent could have remained by the ship until she was repaired, he would have been under wages during the detention, and, as a consequence, would have been brought back to London in the ship. As it is, he appears to have left voluntarily in Dublin, and he would have no claim for passage money or expenses.—(See Section 5 of the Merchant Shipping Act, 1876.)]

UNSEAWORTHY SHIPS OF WAR.

SIR,—A respectable Shipbroker, of London, was brought up before the Court at Hull, charged with sending his ship to sea in an unseaworthy state, and committed for trial. Has not the Board of Trade as much right to bring the Government up for trial on account of an ironclad leaving England with her engines not in a seaworthy state, thereby endangering the lives of many hundreds of men, as they have the Owner of a barque of Sunderland? AN OLD SALT.
London, April 10, 1876.

[The Board of Trade have nothing to do with her Majesty's ships.—(See leading article in the *Shipping and Mercantile Gazette*, Sept. 28, 1875.)]

VESSEL STOPPED AND TO BE BROKEN UP.

SIR,—A vessel has been stopped by the Board of Trade, and all the Owners have agreed to break her up and sell the materials in lots, with the exception of one Owner, who owns 6-64 shares. He will not agree or sign to pull the ship to pieces. What remedy have the majority of the Owners?
Yours, &c., A SHIPOWNER.
Whitehaven, Sept. 30, 1876.

[The vessel should be broken up, and the dissentient Co-Owner left to seek his remedy, if any, at law.]

COURTS OF INQUIRY AND STRANDING.

SIR,—In the report of the stranding of the Orwell, in your impression of the 7th inst., I find the Wreck Commissioner is reported to have said:—"It is desirable that Owners should always be represented at Inquiries into strandings." I really don't see why. The Owners' profits are not so large as to admit of any uncalled-for expenditure. I know of one Owner who lately expended 400*l.* in being represented by a Q.C. at an Inquiry, he being recommended "to have the best of talent." Now, 400*l.* represents more than the average net earnings of a steamer of 8,000*l.* value in late years. I hope my brother Steamship Owners will not be misled by the Judge's recommendation, and I shall be glad of your expression of opinion whether a stranding by a Master's erroneous navigation (causing loss enough when not amounting to an average) can in any way so affect an Owner as to require him to have the proceedings watched on his behalf.—Yours, &c.,
Hull, April 10, 1877. SHIPOWNER.

[Unless the interest of a Shipowner is directly affected by the stranding, we do not see why a Shipowner should be represented at a Court of Inquiry by counsel. If, however, there is a question raised as to the ship's equipments, or condition, it would be open to the Owner to engage the professional aid of a barrister.]

SURVEY OF SHIP.

SIR,—I have been a Shipmaster and Shipowner for many years in a small way, and hold a certificate from the Board of Trade. I was a Receiver of Droits of Admiralty whilst

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under that Board. I have held an appointment as Government Emigration Surveyor for some years. I have been a Harbour Master in a small Port for a long time. I have been called upon by Underwriters, Shipowners, and Shipmasters to survey their ships round a seaboard of at least 100 miles, in almost every difficult case. Am I eligible, according to the new Shipping Act, to be on such surveys, as I do not wish to act illegally? A MASTER MARINER.

June 9, 1876.

[Our Correspondent would be at liberty to survey ships for any person who chooses to engage him; but unless he is appointed a Local or District Surveyor by the Board of Trade, or to the Court of Survey by the Local Marine Board, he could not act officially. He should apply, however, to the Board of Trade.]

SURVEY OF SMALL SHIP.

SIR,—On my passage from Cardiff to Dublin, while plying to windward off the Irish coast, my vessel struck on a supposed wreck and made some water. The next day, the wind and sea increasing, we bore up for Cork to discharge and repair, if necessary. My vessel lay for some time in Port after arrival and got quite tight. As the market was glutted with coal we could not sell the cargo, and so, after 14 days the vessel was taken to Cork, where she now lies. About the 27th Jan. I got a verbal communication from the Custom-house Authorities at Queenstown, stating they had orders to stop my vessel. I replied in writing, but got no answer. On 3rd Feb. I received a printed form from the Board of Trade, stating my vessel was unfit to proceed to sea "without serious danger to human life," and that she was ordered to be surveyed. Hearing nothing more for several days, I wrote to the Secretary of the Board of Trade, asking him to look at Lloyd's Register Book and he would see my vessel's character, also asking him for the address of the party who stated my vessel was unseaworthy, and if he would be so kind as to let me know when the survey would be held. My vessel is A 1 in Lloyd's, and will be continued for three years more. She discharged a cargo from the River Plate at a northern Scotch Port, and immediately ballasted and proceeded round the Orkney Islands to a North American Port, and returned to Cardiff. Many vessels leaving about the same time had not got to America yet. One of them, now in this Port, left Scotland seven days before mine, and has her voyage before her yet. My vessel as she now lays in Cork, with the exception of looking at her bottom and re-metalling, is fit to go to any part of the world, and is a superior-built ship of her class. She carries two sets of riding lamps, side lamps, and stanchions to ship forward, amidships, and aft, according to wind and weather. We do not insure, and are very careful. It is depreciating a vessel's value and character for a report to be circulated that she is stopped and not fit to go to sea, and also defamatory to me; for it was reported that I was taking a vessel to sea endangering human life, or, in other words, attempting to drown myself and others. It is 52 years since I remember my first voyage, and for the last 26 years there has been no insurance on any ship under my command, with the exception of two voyages. A letter was left at the ship from the principal officer of the Board of Trade at Queenstown, stating that they would be ready to survey the vessel when she could be seen dry, and requesting me to give them notice. Am I bound to give the Surveyer notice when and where I may place my vessel to see her bottom? If Shipowners cannot do their own business without this, it is full time to give it up altogether to foreigners, as they are now nearly masters of the situation. I suppose my vessel will be on the list of unseaworthy ships stopped. A SHIPMASTER.

Queenstown, Feb. 20, 1876.

[When a vessel is in dock and ready for survey, we think the Owner should give notice to the Surveyor, although there is no provision in the Statutes which compels him to do so.]

REGISTRATION OF SHIPS.

SIR,—I have lately purchased shares in two ships, and have presented at the Custom House, Plymouth, the bill of sale and form No. 2, properly filled in and indorsed by the British Consul, and requested to be registered as Owner of such shares, but have been repeatedly refused, and told that I cannot be an Owner of British ships and appear on the register as such, solely because I am at present residing in a foreign country. What remedy have I? Can a British subject residing in a foreign country, and never having taken the oath of allegiance to any foreign State, be sole Owner or Part-Owner of British ships, and his name appear on the register as Owner? N. R.

Corunna, Jan. 13, 1876.

[Under Section 18 of the Merchant Shipping Act, a natural-born British subject who has not taken the oath of allegiance to any foreign Sovereign is entitled to be registered as the Owner of a British ship or shares therein. The case should be represented to the Board of Trade. If our Correspondent is a naturalised British subject, he must reside within the British dominions to entitle him to registration as a Shipowner.]

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UNREGISTERED VESSEL.

SIR,—Is there any law by which the Owner of a ship can be punished if he should not register or put his vessel under some nationality or other, and should thus sail her without any flag at all, he himself having renounced or forfeited the nationality of the country where he was born?

London, Dec. 30, 1875. A. B. C. and Co.

[Section 19 of the Merchant Shipping Act, 1854, enacts that every British ship shall be registered, and, unless registered, she is not to be treated as British. No Officer of Customs is permitted to clear out, and no vessel is allowed to proceed under the British flag without the production of the certificate. Under Sections 50, 51, 52, 121, and 142 of the Customs Consolidation Act, the nationality of a ship must be disclosed in order to obtain entry inwards and outwards, and a ship without papers is liable to be seized as a pirate and a rover.]

MEASUREMENT OF SHIP.

SIR,—I arrived in Cork from Antwerp with a cargo which was discharged, and wished to have my vessel measured, as she has been a foreign one. I desire to place her under the English flag, and gave notice on the 7th inst. I went to the office and inquired why my vessel was not measured, and the reason assigned was that the Board of Trade Surveyor was at another Port. One of his clerks came on board and measured the vessel, and I asked him if I could take in a cargo, as it was waiting for me, and he told me I could not until the Surveyor returned. Am I not entitled to compensation for my vessel's detention, as the Merchant threatens to make me pay for not taking in his cargo? What course should I adopt, as I can get no satisfaction any where?—Yours, &c.,

JOHN PAULIN, Schooner Little Kate.

Cork, Nov. 11, 1876.

[Until the vessel was entered out for loading she could not take in a cargo for a foreign Port; but if loss has been incurred by the measurement and consequent registration of the ship, application might be made to the Board of Trade.]

MARKING SHIP'S NAME.

SIR,—Am I obliged by Act of Parliament to take my vessel's name off the stern? It is carved in wood and screwed on the stern.—Yours, &c., SHIPMASTER.

Bridgwater, Sept. 29, 1876.

[Section 8 of the Merchant Shipping Act, 1873, enacts that the name of every ship shall be marked on each of her bows, and the name and Port of registry on her stern. Many ships have ornamental work across their sterns, with carved figures, and their names cut out or painted in the central part; others have decorated or plain boards screwed on. It rests with the Board of Trade to determine whether the law has been complied with.]

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SALE OF WRECKED VESSEL.

SIR,—In the latter end of last December a small vessel of mine was lost on the Welsh Coast, close to the shore and on sand. The Receiver of Wreck of course took the necessary preliminaries to save all that washed ashore from her, but no sale of any description has been held yet by the Customs authorities, though some of the cargo has been saved. The vessel is in about three fathoms of water, and the sooner she is disposed of the better, or else she will break up. What procedure can I adopt to expedite her sale?—Yours, &c.,

Feb. 26, 1877. A SHIPOWNER.

[Subject to the payment of expenses, fees, and Salvage, the Owner of any wreck who establishes his claim thereto to the satisfaction of the Receiver within one year from the date at which such wreck has come into the possession of the Receiver, shall be entitled to have it delivered up to him.—(Section 470, Merchant Shipping Act, 1854.) If the vessel has not been abandoned to the Underwriters, the Owner should claim her, subject to the foregoing conditions, and sell her by auction.]

WRECK AND SALE OF BOAT.

SIR,—A schooner lost a boat in an Irish loch at the end of last November. I reported it to the Chief Officer of the Coastguard next day. In four or five days I heard that it had landed at a neighbouring station. I sent a man down to see it, and he brought back word that it was worth getting from there, and that the Chief Officer had said there was no Salvage. Some time after I wrote to the Chief Officer, saying that I would call for it in a short time, as I was going to those parts. The answer I received was that the Receiver of Wreck had sold it. Was he acting legally in selling the boat without letting me know?—Yours, &c., D.

Newquay, Jan. 22, 1877.

[The Officer would not be justified in selling the boat under the circumstances stated.]

OVERLADEN VESSEL.

SIR—I chartered my vessel from a Port in Wales to load at another Port in Wales for a Port in Suffolk. Fifteen tons too much were put into her. Am I supposed to go to sea with an overladen ship? Who will pay for my detention here from Saturday last until to-day (Thursday)?

April 20, 1876. SHIPMASTER.

[The Master could not be compelled to proceed to sea in a vessel which may be unseaworthy from being overladen. If the Master permitted the extra cargo to be put on board, and paid no attention to the loading of his ship, or did not protest, he would have no claim for detention.]

COMPASSES OF IRON SHIPS.

SIR,—I have a share in an iron vessel, and am requested to take charge of her. I know nothing as regards the errors of her compasses, and have never been in an iron ship before. The Officers are all newly appointed, and no one on board understands the compass errors of the previous voyage. There are some cards of errors on board from the last adjustment, which was about 18 months ago. 1st. Should I go to sea without the compasses being adjusted, and, should the ship be lost in the Channel or elsewhere, would the insurance or my certificate be affected? 2nd. Would the ship be considered seaworthy under such circumstances? I know the Board of Trade compels the adjustment of compasses if I have over 50 passengers, but I am informed I can have 49 and not be adjusted?—Yours, &c., A SHIPMASTER.

London, Feb. 28, 1877.

[Every seagoing steamship employed to carry passengers must have her compasses properly adjusted.—(Par. 2, Section 801, Merchant Shipping Act, 1854.) The Statute is silent as to the compasses of sailing vessels. In passing emigrant ships the Surveyors are supposed to look at the compasses, and to ask questions about the adjustment. 1st. If a Shipmaster knowingly takes the ship to sea with her compasses not adjusted, and she should be lost in consequence thereof, the insurance would be imperilled; the Master's certificate would be liable to suspension, and the Master might be punished for taking, and the Owner for sending, a ship to sea in an unseaworthy state.—(Section 4, Merchant Shipping Act, 1876). 2nd. An iron ship with unadjusted compasses would not, in our opinion, be seaworthy.]

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LOADLINE AND LOG ENTRIES.

SIR,—I left Liverpool on Monday evening, Dec. 11, loaded to the declared loadline of one foot seven inches freeboard. After being at sea two days the Crew wanted me to put back, which I declined to do, as I saw no reason for so doing, the vessel being in every way seaworthy, tight, staunch, and strong. On Friday, the 15th, the Crew all refused duty, and consequently I had to run for Kingstown. The following day I went to Dublin to try and get another Crew. The Shipping Master said my vessel had too little freeboard, and that I must have two feet before he would allow her to proceed. He then sent the Surveyor, who reported the vessel much too deep, and served notice to discharge cargo, which I did to the amount of 19 tons, which would lighten the vessel from three to four inches; and the vessel now, in smooth water, has two feet two inches clear side. On arrival here I must have had one foot ten inches. Yesterday the Surveyor told me I could proceed by depositing 10*l.* at the Custom House, which I at once did. On applying for my articles at the Shipping Office I found the loadline entered therein altered. I was much surprised, as that is the Owners' duty, and no one else has any right under the present Act to alter it. The Deputy Shipping Master asked me to sign the alteration, which I refused to do; also to alter the official log, which I also declined to do. I then told him that my loadline was still the same and remained on the vessel, as also the freeboard on the articles, and as I sanctioned no alteration it must remain the same, for the alteration was an agreement between the Shipping Master and the Crew, with which I had nothing to do. Who will have to pay the expense (about 80*l.*) and Demurrage for five days, 20*l.*, besides 16*l.* Advance Notes? Is the loadline any protection to a Shipowner? or is it merely a farce, like the two eyes the Chinese put on their junks, which frees them from Harbour Dues?—Yours, &c., HUGH KERR, Master brig Bat.

Kingstown, Dec. 23, 1876.

[The Owners of ships under Section 25 of the Merchant Shipping Act, 1876, have to place a loadline on their vessels, and the centre of the disc is to indicate the maximum loadline in salt water to which the Owners intend to load them. The position of the centre of the disc in feet and inches from the ship's decks above are to be entered on the form of entry at the Custom House, as also on the ship's articles and in the official logbook. If that disc has not been altered, the Master should not be called upon to make fresh entries. The disc placed on vessels as a safety loadline is not binding on Surveyors; and if the ship was pronounced by them as overloaded, and was not so, our Correspondent should have appealed to the Court of Survey in the district. By discharging cargo he indirectly admitted that the vessel was overladen, and he will therefore have to bear all the expenses.]

FRESH AND SALT WATER LOADLINE.

SIR,—Is there any difference allowed when loading a ship between fresh water and salt? I have been stopped by my Crew at Dantzic, the vessel drawing 1¾-inch beyond the mark, and have had to discharge 20 tons of coal. I laboured under the impression that at least three inches were allowed when loading in fresh water. In salt water my vessel carries exactly 850 tons deadweight, and when loaded is exactly down to her loading marks. My Owners, on leaving home, cautioned me not to load the ship as deep as in summer, consequently I took in, with bunkers, 830 tons, being 20 tons less weight than usual, and still I am stopped and have to

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take out another 20 tons. I have been in this ship nearly 8½ years, three winters of which were in the mineral trade, and have made in that time some 23 voyages, always carrying 850 tons deadweight. We were three inches mean lighter this voyage than last voyage from Konigsberg, and the Surveyor was on board when we were loaded, and has on other occasions allowed for fresh water. Have Masters to take so much less cargo in fresh water Ports than in salt water—say, Coal Ports in the North of England? The Surveyor was down at Dantzic when we were loaded, and that was the time to say the ship was too deep, not when I got to sea, and compel me to put back and discharge at great expense.—Yours, &c.,

RD. REMMINGTON, Lilydale (s), of West Hartlepool.

Bremerhaven, Nov. 24, 1876.

[Section 26 of the Merchant Shipping Act, 1876, Par. 2, is as follows:—"The centre of the disc shall indicate the maximum loadline in salt water to which the Owner intends to load the ship for that voyage." The disc should therefore be adjusted to the salt-water maximum, and placed from 2½ to 3 inches higher, according to the ship's calculated displacement. The salt-water mark would thus become the fresh-water one. This would allow the vessel to load to the mark in fresh water, and to show from 2½ to 3 inches of the centre of the disc when the vessel is in salt water. There is no punishment for submerging the disc in fresh water, for Section 28 enacts that any Owner or Master of a British ship who neglects to keep the ship marked, or who allows the ship to be so loaded as to submerge the centre of the disc in salt water, shall incur a penalty not exceeding 100*l.* It is usual to allow for the difference between fresh and salt water; but, in case of legal proceedings being taken against the Master of a ship, the difference between the density of the water where the ship loaded and that of the sea, and the fact that the vessel rose three inches, would be a question of evidence.]

UNEXTINGUISHABLE DANGER SIGNALS.

SIR,—Is it true that among the provisions of the Government Shipping Bill, as altered by the Lords, there is one requiring all passenger ships to carry a supply of danger signals which cannot be extinguished by water, while no provision is made for extinguishing fires on shipboard which may be caused by such signals? It is evident that the danger from fire would be thereby greatly increased in the class of ships in which, of all others, an alarm of fire would be most disastrous, and it is to be hoped that the clause will be well considered before it becomes law. Few travellers would feel comfortable if voyaging for, perhaps, two or three months in a ship carrying these signals. It is surely enough to have the risk of being drowned at sea without being forced to accept the additional peril of being burned to death?—Yours, &c., QUOD AVERTAT DEUS!

Belfast, July 28, 1876.

[Clause 20, to which our Correspondent refers, was inserted, on the motion of the President of the Board of Trade, in substitution for a clause relating to unextinguishable distress signals introduced by Mr. Plimsoll, but refers to seagoing passenger steamers and emigrant ships only. A fire that cannot be extinguished by water will, of course, add one more peril on shipboard.]

SIGNAL OF DISTRESS.—LUGGER'S CREW.

SIR,—On the 18th inst., blowing a gale from about the north, we saw a barque running through the Gulf Stream with her ensign flying at the peak. We knew she did not want a tugboat, as we saw one speak her. We immediately got our lugger ready, and with great risk to life and property succeeded in launching her through a very heavy sea, and proceeded to the barque, and we were in great personal danger the whole way, as there was a heavy sea running in the Downs. We hailed the barque, and he told us he had slipped his anchors. We asked him if he wanted us. He said "No." He beat round the South Foreland and employed another boat to supply him with anchors and chains. Have we got any claim to compensation for the great risk to life and property we ran in consequence of the said barque using that signal in such weather?

Deal, March 18, 1876. A BOATMAN.

[The hoisting of an ensign at the peak is not a signal of distress, and therefore does not come within Sections 18 and 19 of the Merchant Shipping Act, 1873. It might be difficult to prove that the Master wanted assistance, or that he was not compelled to beat off out of danger. The proper place for an ensign is at the peak, and unless it was hoisted union downwards the Master might say that he was showing the nationality of his ship, or privately signalling. If, however, the ship had lost her anchors in a gale, and was in danger, and the flag was intended as a boat's signal, and our Correspondent put off to render assistance, we would advise an application to the County Court.—(See pages 198 and 200, *Maritime Notes and Queries*, Vol. I.)]

SIGNAL IN THE DOWNS.

SIR,—Whilst riding in the Downs, in November last, during a heavy gale from the N., I hoisted an ensign to a friend riding near me on board of the schooner Mystery, of Rye, who answered me. Directly afterwards a boat came alongside, and her crew offered assistance to take my vessel to Dover, which I declined, but asked them what they would charge for their assistance. They replied, "We cannot make any agreement here, but will settle ashore." I replied, "No, I will have nothing to do with you," and they then left me without rendering any assistance whatever. They now make a claim for 100*l.* for my merely signalling to a friend.

GEORGE ROBINSON, of the London, of Rye.

[Hoisting an ensign upside down is a day signal of distress in custom, but it is not so by Statute. The signals of distress in the day are a gun, flags NC, International Code, or the distant signal consisting of a square flag with a ball above or below it. An ensign, or any other flags besides those mentioned may be used for private signalling; and if no signal was made for a boat, and none went off expressly in response to the hoisting a flag in the ordinary manner, which flag was so displayed as not to constitute it a boat signal, the claim for services rendered could not be sustained.]

SHIPS' LIGHTS AND BOARD OF TRADE SURVEYORS.

SIR,—The Board of Trade Surveyor visited a little vessel on the 5th of January last, when the Master was absent, and the Mate, not having access to the register case, &c., could not produce the Surveyor's certificate which had been issued on the 27th of July 1875. The next morning the Master was served with a notice from the Custom House, in the usual form, to alter the reflectors of the lamps, and also the light stanchions and boards—having, of course, to pay the customary fee and expenses. The Master told the Customs messenger that he had a certificate, and received for reply that "it made no difference." Subsequently I received a letter from the Surveyor, of which the following is an extract:—"On the 5th inst. I visited the above vessel, and the Master could not produce a certificate; had he been able to do so, you would probably not have been called on to pay any fee." You will notice that the Surveyor had not seen the Master, nor given him an opportunity to produce the certificate which the Mate had told him the Master held. 1. Is such a certificate any protection whatever against the visits and charges of the Board of Trade Surveyors? 2. Had the Surveyor any right to make orders, under the circumstances, without seeing the Master? 3. What Court of Appeal is there against these unnecessary intrusions on honest Shipowners? MANAGING OWNER.

Feb. 2, 1876.

[1st. A certificate, when produced, is supposed to be a

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protection against the imposition of fresh fees and the interference of Surveyors; but it would appear the certificate did not serve to protect the Owner of the vessel in the case represented. Surveyors are instructed to inspect the lanterns and screens of vessels in Port, and the outdoor Officers of Customs have been ordered to report to the Surveyors any infraction of the regulations observed by them. When a Surveyor passes lanterns he is authorised to indelibly impress some part with a mark prescribed by the Board of Trade, and a certificate is to be given to the Master of the ship. When the regulations have not been complied with, "the Surveyor making an inspection should be careful to fill up one of the forms supplied for the purpose, specifying the additions or alterations required, and give or send it by post to the Owner, Master, or Agent." 2nd. If a Surveyor observes that the lanterns, lamps, or screens are not in accordance with the Act, or the regulations in respect thereto, he is not compelled to see the Master before serving the notice; but if a Surveyor goes on board a vessel in the absence of the Master, and is told that a certificate has been granted, it is our opinion that he exceeds his instructions by taking steps involving expense before satisfying himself that the statement with respect to the previous examination is correct. A certificate, however, is of no effect if it is found that any particulars stated therein "are not in accordance with the state of things on board." If the reflectors of the lamp, and the stanchions and boards, did not require alteration, and had been passed, the facts should be represented to the Board of Trade. 3rd. There is no appeal from the orders of "Surveyors of Lights and Fog Signals" to any Court of Law, even although a vessel may be detained, and her Owners put to considerable cost and inconvenience. The Inspectors may be paid out of the Mercantile Marine Fund.]

LIGHT DUES.—AGENT'S LIABILITY.

SIR,—In cases where the Customs clerk makes out a Light Bill for a vessel, and the Agent pays the same, can the Customs legally call upon such Agent, a month after the vessel has sailed, to pay more because the official made a mistake and charged too little? I am told that the 25th and 26th Vic., chap. 63, sec. 44 makes the Agent liable for the clerk's mistake. I say such only makes the Agent, &c., liable for the lights as first claimed. BROKER.

Exeter, Oct. 10, 1877.

[A receipt for Light Dues is to be given to the person paying the same, and clearance or transire is not to be granted unless the receipt is produced to the Officers of Customs.—(Section 400, Merchant Shipping Act, 1854.) An Agent is made liable for the payment of Light Dues, but he may retain the amount so paid by him out of any moneys in his hands received on account of the ship.—(Sections 44 and 45, Merchant Shipping Act, 1862, 25 and 26 Vic., c. 63.) If a vessel has been cleared on the production to the Officer of Customs by the Agent of a receipt for Light Dues, we should say that the Agent should not be made liable for the loss if he has no funds out of which to repay himself, for if the Owner or Master fails to pay the Light Dues on demand the Collector may distrain the goods, tackle, or anything on board a ship, and sell the same at the end of three days.—(Section 401, Merchant Shipping Act, 1854.)]

MERCHANT SEAMEN'S FUND.

SIR,—To whom should an old Shipmaster apply to procure the pension? He paid many years to the fund called "The Merchant Seamen's and Greenwich Hospital Fund."—Yours, &c., ONE OF YOUR OLDEST SUBSCRIBERS.

London, Nov. 28, 1876.

[Our Correspondent should apply to the Registrar-General of Shipping and Seamen, Basinghall Street, or to the Shipping Master at the St. Katharine Dock-house, and he will receive a form to fill up if he is entitled to the pension.]

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MERCHANT SEAMEN'S FUND.

SIR,—Am I, as a Master Mariner, during my stay on shore—say 12 or 18 months—bound to pay to the Merchant Seamen's Fund; and if I have not paid during my stay on shore, am I deprived of the benefit of the Fund?—Yours, &c.,

Nov. 28, 1876. ONE INTERESTED.

[In the case of Masters who discharge their Crews at a Mercantile Marine Office, the voluntary contributions are to be paid before a Shipping Master—(Section 24, Act of 1851); but those who do not appear before a Shipping Master for the purpose of discharge shall attend at stated periods before some Shipping Master appointed by the Board of Trade, and the yearly contribution made at one time must not be less than 2*s.* or some multiple of 2*s.*—(Section 25). There must be a period when a Master leaves the sea through being physically incapacitated from further duty. The payments to the Fund should then cease, and an application be made for the pension. If a Master is merely out of employment, and intends, as soon as he can meet with a command, to go to sea again, we should say that it would be sufficient if he paid up his arrears, in accordance with the 2*s.* per calendar month of *service*, as provided by Section 24.]

SHIPPING MASTERS' AUTHORITY.

SIR,—I went to a Mercantile Marine Office to pay off my Crew. The wages accounts for the voyages were perfectly correct, and cash advanced, &c., agreed upon between myself and Crew. No dispute whatever took place, but the Shipping Master demanded my wages account book for the voyage. Can he compel me to produce this? A SHIPMASTER.

Plymouth, Jan. 18, 1876.

[Under Sections 18 and 174 of the Merchant Shipping Act, 1854, the Shipping Master would be empowered to call for the production of papers, and a failure to supply the same would render a Captain liable to a penalty.]

ENGINEERS AND MASTERS.

SIR,—Seeing a report of the case of the Engineers of the steamer Commodore in your valuable paper of the 14th inst., I should like to know what position Engineers hold in a ship. I consider them myself as Petty Officers. They certainly have no executive power. During a conversation with one lately, he said that the Captain had no right to go into the engine-room or interfere with his work in any way. This I consider wrong. When a man is appointed Master of a ship he is Master of the whole ship, and there cannot possibly be two Masters.—Yours, &c., MASTER MARINER.

Bristol, Feb. 15, 1877.

[Engineers are Certificated Officers under the provisions of the Merchant Shipping Act, 1862; but they are not Masters, and cannot supersede a Master's authority. Some Shipowners give Engineers certain powers in opposition to the Master's rights, but the law cannot recognise any divided command. As regards going on shore without leave, we answered this question in November 1878.—(See letter, *Maritime Notes and Queries*, page 210, Vol. I.)]

MASTER'S ATTENDANCE MONEY.

SIR,—On Sept. 18, 1875, having the misfortune to abandon a ship from Pensacola, through the vessel getting waterlogged, I suffered great hardships and the loss of seven of the Crew. On my arrival in England, on Dec. 17, I was told by the Collector of Customs that I must not go to sea, as there would be a Board of Trade Inquiry into the loss of the ship and I was served with an official notice, dated Dec. 30, 1875

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that the Inquiry would take place on Jan. 6, 1876, and which investigation did take place. On Jan. 7 I was honourably acquitted of all blame, and the said Court held me entitled to my expenses. The Chief Officer was stopped on his arrival in London by the Board of Trade and paid at the rate of 12*s.* 6*d.* per day, and his passage (2nd class) was paid to Newcastle to attend the Inquiry; and, on its conclusion, the same fare home was allowed. What rate of pay should I have under the circumstances? I was stopped on Dec. 17, 1875, and the last day of the Inquiry was Jan. 7. Through the stoppage, by order of the Board of Trade, I was unable to accept a good situation that was offered to me, which would have been a great benefit to me from the destitute condition in which I arrived home.

Newcastle, Feb. 9, 1876. SUFFERER.

[The compulsory attendance of Masters of ships at Courts of Inquiry is frequently attended with hardship and inconvenience, but the Board of Trade have power to award compensation to witnesses, and our Correspondent should apply to that department. The ordinary allowance to Masters is one guinea per day and their travelling expenses; but this is not an adequate remuneration in every instance.]

REGISTRY UNDER FOREIGN FLAGS.

SIR,—I am a British-born subject, and wish to transfer my vessel to the French or German flag. Is it necessary that I should be a naturalised subject of these countries, or is there any country to which I can transfer and not be a naturalised subject; and what will be the mode of procedure?

Swansea, March 27, 1876. A SUBSCRIBER.

[It would be necessary to have the vessel registered in the name of a foreigner, or for our Correspondent to obtain naturalisation under the flag to which he intends to transfer his ship.—(See page 91, *Maritime Notes and Queries*, Vol. I., and page 21, Vol. II.)]

REGISTRATION OF VESSEL UNDER FOREIGN FLAG.

SIR,—Can the Board of Trade stop a foreign vessel for unseaworthiness when owned by a British subject resident in England, and prosecute the Owner should he persist in sending her to sea? SHIPBROKER.

April 7, 1876.

[The Board of Trade have no power to stop a ship under a foreign flag. If the State to which she belongs permits a British subject to own her, that would not denationalise her flag and give the Board of Trade the right to interfere.]

TRANSFER OF REGISTER TO A COLONY.

SIR,—I am Owner of 42-64th shares of a British ship registered in the Port of London. Can I legally sell my shares at an English Colony to a colonial person, say at Melbourne or Sydney (N.S.W.)? If so, would he have power to register and hail the ship from one of the above-named Ports? SMALL SHIPOWNER.

Norwich, Jan. 28, 1876.

[Shares can be purchased in a vessel by a British colonial subject; but the Part-Owner of a vessel has no power to transfer the registration from a Port of the United Kingdom to a Colony on the mere sale of shares. All the Owners and Mortgagees must join in a declared request to change the registry from one Port to another, and the application must be made at the Port where the ship is registered.—(See Sections 89 and 90, Merchant Shipping Act, 1854.) By the 31st Section of the Act, all Governors of British Colonies are empowered to act as Registrars, and on a legal form being signed and completed here, the vessel might be registered in a Colony. Vessels that were on the Register prior to the Act of 1854 are required to be remeasured, and the new certificate is not issued until the surveys are completed.]

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GERMAN AND DUTCH TRANSFERS.

SIR,—I arrived here some time ago with my vessel from a foreign Port, having sustained considerable damage from bad weather on my passage. After having discharged my cargo, I intended to repair the ship, but found, however, that the amount of my expenses for repairing might far exceed the value of the ship. I therefore applied to two competent men here to examine the state of my vessel—one a ship's Carpenter and the second an Agent for the French Lloyd's. They both came to the conclusion that the ship was not seaworthy, and consequently condemned her. My ship was under the German flag, and being insured in Germany for total loss, my insurance money was paid on the representation of my certificate of condemnation. The ship being then sold by public auction, I rebought her, and, having now completed the necessary repairs, I intend to go to sea in her, and have obtained for that purpose the Dutch flag. A Convention, I am informed, exists between Great Britain and Germany. Can the German or British authorities prevent me taking this ship to sea? I have had nothing to do with any Officer of the Board of Trade, the condemnation having taken place as stated above. Have I to allow any official of the Board of Trade to visit and examine my ship, or can the Custom House here or any other authorities interfere with me? According to my humble opinion, the ship being now under the Dutch flag, they have no jurisdiction whatever.—Yours, &c.,

Hartlepool, Aug. 6, 1876. A CAPTAIN.

[An understanding has been arrived at between the British and some foreign Governments as to the transfer of British ships to foreign flags; and if the ship was sold by public auction and bought by a foreigner, and registered, under a foreign flag, there is no British law under which the authorities in the United Kingdom, British or German, would be empowered to prevent the ship from proceeding to sea.]

NATIONAL CHARACTER.

SIR,—A ship, originally British, is transferred to a Belgian citizen, who holds her in trust for her former Owners, and who has her registered as a Belgian ship. Is that vessel liable to forfeiture, under Section 103 of the Merchant Shipping Act of 1854, for concealing her British and assuming a foreign character? Is it not that she has no British character to conceal (*vide* Sections 18 and 19), and that she does not "assume" a foreign flag, as she has a certificate entitling her to carry it? Supposing that the Belgian certificate of registry had been obtained irregularly, would that fact affect the position of the party for whom the ship was held in trust, he having had no suspicion or notice of any such irregularity? Again, if a ship which has been sold to parties abroad, and registered or not, as the case may be, but is all the while held in trust, is returned to her former Owners, and re-registered as a British ship, the Customs authorities meanwhile being perfectly cognisant of the foregoing particulars, and only granting the register after being satisfied of the title from the foreigner, can the authorities, after that re-registry, and after allowing the ship to navigate for some time as a British ship, thereby causing innocent third parties to become interested in her or creditors by her, eventually take possession of her for an offence which ought to have been punished at the time of commission, if punished at all? Is not the re-registry and granting clearances an equivalent to a condonation of the offence? If forfeiture is allowed to take place at any time, a ship might be seized for having broken the blockade during the Russian war!—Yours, &c., P. K.

Newcastle, July 29, 1876.

[If the ship was *bonâ fide* transferred to a Belgian citizen and registered under the Belgian laws, she would be divested of her British character and entitled to assume the Belgian flag. Section 103 of the Merchant Shipping Act is directed against the undue assumption of the British national character, or of a foreign character, with the intent to deceive persons entitled by British law to inquire into the character of the ship. There could be no re-registration unless there had been an actual transfer to the foreign flag.]

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FOREIGN VESSELS IN COASTING TRADE.

SIR,—Can vessels (formerly British) now registered in a foreign country trade as coasters in the general Coasting Trade, and carry foreign colours with a full Crew of British hands on board? Will the Board of Trade permit these vessels to run, or can they compel them to comply with any other rules except lights and fog signals?—Yours, &c.,
Feb. 28, 1877. BROKERS.

[Any foreign vessel may fly a foreign flag and be employed in the Coasting Trade of the United Kingdom, even if she has a Crew of British Seamen. The 4th part of the Merchant Shipping Act, 1854, however, applies to all foreign steamships carrying passengers between places in the United Kingdom, and such ships are subject to the same provisions with respect to the certificates of the Masters, Mates, and Engineers to which British steamers are subject.—(Section 291.) Foreign steamers in the Coasting Trade would have to be surveyed and certificated.]

DECKLOAD.

SIR,—Does the Merchant Shipping Act, 1876, prohibit me from bringing home a deckload, three feet high, of pitch pine deals or planks from the Southern Ports to the United Kingdom? The vessel will sail homeward bound in January next, and, in all probability, arrive some time in February at her Port of discharge.—Yours, &c., A SHIPOWNER.
Nov. 20, 1876.

[Any vessel may bring deals, battens, or other light wood goods to the United Kingdom if she arrives before the 16th of April, stowed to a height of three feet on deck; but not pitch pine or heavy wood goods.—(The Merchant Shipping Act, 1876, is appended to *Maritime Notes and Queries*, Vol. III.)]

DECK CARGO AND TONNAGE.

SIR,—On my arrival at Queenstown from Java I paid my Channel Light Dues on the register tonnage of my vessel (584 60-100 tons). I was ordered to Greenock to discharge. On my arrival there the Customs authorities came on board and measured two spare spars and two small water-casks which I carried on deck, and I was required to pay Harbour and extra Light Dues thereon. Is this in conformity with the Act of Parliament? If so, I think it a great hardship, as I am compelled to carry the spare spars to make my ship seaworthy and eligible for a class.—Yours, &c.,
H. P. PRINCE,
Master barque B. Webster, of Portland (Me.).
Greenock, June 11, 1877.

[In our impression of July 26, 1876, we said:—"Provisions, it has been held, are stores; and therefore water may be 'stores.' If so, many a Sailor may have to be deprived of water through the ordinary deck cask being left behind in consequence of the new measuring process. Whether a cask of water or fresh provisions, if slung from a stay or otherwise suspended, would be deemed 'upon deck,' is another knotty point to solve." On November 27, 1876, in a leading article, we gave further details as to the practical working of the Act, and explained that the Board of Trade had ordered that the space occupied by live stock for consumption during the voyage was not to be measured in. The two spare spars and the water-cask should not, in our opinion, come within "timber, stores, or other goods," and the spirit of the Act would be carried out by exempting the space occupied by them from tonnage.]

DECK REGISTERED TONNAGE.

SIR,—Is a Shipmaster forced to pay Harbour Dues, inward and outward Pilotage, on the deckload measurement tonnage of a vessel leaving the Port in ballast after having discharged a cargo of deals; or need he only pay Light Dues on the deck tonnage?—Yours, &c., A SHIPMASTER.
Waterford, Dec. 18, 1876.

[Harbour Dues and inward Pilotage would be payable on the deckload measurement. In clearing out in ballast there would be no cargo on deck; consequently, the tonnage expressed in the clearance paper would be that on which Light Dues, if any, are payable.]

PIT PROPS AND DECK CARGO.

SIR,—What is the law about deckloads for props shipped hence for Wales? There are many versions here. Some say that, according to the new Act, vessels are only allowed to take three feet on deck; others say any amount, provided the ship pays 1.10f. for measuring fees, and 2*d.* per ton for Light Dues per 100 cubic feet. Can a vessel take over and above three feet on deck in height?—Yours, &c.,
Bordeaux, Nov. 9, 1876. BONNIN, Ship Agent.

[Vessels arriving after the last day in October and before the 16th of April may carry on deck only three feet of pit props; but, as a matter of course, there is no restriction during the summer months.]

TIMBER OR WOOD ON DECK.

SIR,—How do you interpret the clause in the new Shipping Bill relating to the carriage of deck cargo after the 1st of November? There are three paragraphs: A mentions heavy woods, B regulates amount of spars as stores, C relates to deals, battens, and other light wood goods, limiting the same to three feet in height. Does the three feet proviso apply to paragraph A, or to C only? In other words, will a ship be allowed to carry three feet of heavy timber, or only deals and battens on deck during the winter months?—Yours, &c., E. B. HATFIELD.
Liverpool, Sept. 1, 1876.

[Ships must not bring into Ports of the United Kingdom, between the last day of October and the 16th of April, any timber on deck, (A) unless it be dressed and not exceed five spars for ship's use, (B) without incurring a penalty; but within the prescribed period vessels may carry not more than three feet of deals, battens, or other light wood. A ship cannot carry timber to the height of three feet, but only light wood, in the winter.]

COALS AS STORES.

SIR,—Are bunker coals supplied for steamer's use correctly designated as "Stores"?—Yours, &c., T
Lynn, June 29, 1876.

[We are of opinion that as coals are "necessaries" for a ship's use, they would come under the general term of "Stores." "Necessaries," said Dr. Lushington, in the case of the Comtesse de Fregeville, A. C. June 13, 1862, "mean primarily indispensable repairs, anchors, cables, sails—all things immediately necessary; provisions I include also, for the Crew must be fed."—(See "Insurance and Ship's Provisions," page 58, *Maritime Notes and Queries*, Vol. II.)]

BOATMEN PUTTING OFF.

SIR,—On Tuesday, the 20th, while blowing a heavy gale, I and three men put off to a small yacht in the roads which had her ensign flying in her rigging, Union downward. When we got to her we found one man on board, and the Captain and Mate on board another vessel. We offered our assistance, but he would not take us, as he saw the steamboat coming out. Is the Master not bound to pay us for going?—Yours, &c., JOS. RUSSELL, Fisherman.
Portland, Feb. 28, 1877.

[Our Correspondent might establish a claim for loss of time if he put off in answer to a signal of distress, and the Master declined the offer of his services.—(See pages 47 and

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200, *Maritime Notes and Queries*, Vol. I., and page 157, Vol. III.)]

DISTRESS AND ENTERING PORT.

SIR,—What constitutes a vessel arriving in distress? Does a steamer putting into harbour for coal and landing passengers come under that head?—Yours, &c.,

JOHN COX, Harbour Master.

Portsmouth, April 19, 1877.

[A vessel entering Port to wait for a fair wind, or to land passengers, is not in distress. If a steamer was damaged, or had been imperilled, or was seeking shelter from a storm, either of these incidents would constitute distress; but the simple action of coaling and landing passengers would not necessarily come within the term.]

ICE AND CONTRARY WINDS.

SIR,—Has the Receiver of a cargo a right to detain a vessel under a writ charging the Master with neglect of duty, and holding him responsible for loss sustained in consequence of the vessel having been detained through ice and contrary winds at the loading Port, although it can be clearly shown that the detention was not caused through neglect on the part of the Master, but through the act of God? The case has been before the Court, but the plaintiff having no evidence to substantiate his charge, it has been postponed until June. The vessel having to remain in Port for the personal evidence of the Crew until the above-mentioned time, to what extent will the Shipowner have a claim for compensation if the case be decided in his favour?

A MASTER OF A FOREIGN-GOING VESSEL.

Ipswich, April 27, 1876.

[If the Court should decide that the ship was delayed on the voyage by causes beyond the control of the Master, the Shipowner would have a claim for damages against the Receiver of the cargo, at whose instance the proceedings have been instituted, for all the enforced detention of the ship.]

INABILITY TO PROCEED.

SIR,—I signed articles at Cardiff on board a British ship bound to Rio Janeiro, and when in the Port I went to the hospital. The Captain demanded me on board, but the officials of the hospital objected, and being so poorly the Captain requested me to sign a blank account of wages, which I objected to do. I am still on the articles. I have also to state that the Captain deprived me of part of my tools, which has prevented me from joining a ship. Which way am I to act?—Yours, &c., SEAMAN.

Sunderland, June 9, 1877.

[We would advise an application to the Magistrates under Sections 228 and 236 of the Merchant Shipping Act, 1854.—(See the opinion of the Law Officers of the Crown, page 171, *Maritime Notes and Queries*, Vol. III.)]

ANCHORS AND CHAINS PICKED UP.

SIR,—Having noticed a paragraph in the leading article of your valuable paper of June 1 respecting the Vesuvius (s) and the Board of Trade jurisdiction, would you be good enough to inform us if the Board of Trade have legal power to claim any property, such as anchors and chains, &c., recovered from the bottom of the sea beyond three miles from the land? INQUIRERS.

Whitstable, June 3, 1876.

[In the instructions issued by the Board of Trade the Receivers of Wreck are directed to take possession of all wreck picked up at sea and brought to the United Kingdom by British ships, to be by them held on behalf of the Owners, and, if not claimed, on behalf of the Crown. The Board of Trade do not claim in this respect under the Merchant Shipping Act, but as Receivers-General of Droits of Admiralty. If wreck is picked up at sea beyond the limits of the United Kingdom by Masters of foreign ships, the Receivers are not to interfere, unless called upon to do so by parties interested in the property. Anchors and chains recovered by British Salvors beyond the three miles limit would therefore have to be given up to the Receiver of Wreck, unless the Owners of the wreck, or their Agents, were on the spot to receive the same, and no question as to Salvage demanding the interposition of the Receiver were to arise. An Owner may take measures for picking up anchors or chains, either within or beyond the jurisdiction of her Majesty, and land such property, or place it on board his ship, without the interference of Receivers, although the latter might, if necessary, demand proof of ownership. Wreck or derelict, if found within the limits of the United Kingdom, must not be carried to a foreign Port and there sold, under penalty to the Salvors of four years' penal servitude.—(Section 479, Merchant Shipping Act, 1854.) Consuls-General may claim wreck belonging to foreign subjects, as Agents of the Owner, when brought into the United Kingdom.—(Section 19, Merchant Shipping Act, 1855. See also page 49, *Maritime Notes and Queries*, Vol. I.)]

MERCHANT SHIPPING ACT.

WRECK OFF HASTINGS.

SIR,—I had the misfortune to collide with the sunken steamship Vesuvius, off Hastings, on the 13th inst., the night being very dark, with snow. The anchor caught in the wreck, taking it off the rail, parting the chain, and doing considerable damage, but to what extent I cannot ascertain at present. It was done through there not being a cautionary light put on the wreck, which I think is a very serious matter, and a grave neglect of those in charge of the wreck, as in some cases it might cause a serious loss of life and a great amount of property. Can I get redress, and, if so, who must I sue for damage and detention? Mine is a new ship, and I knew nothing of the wreck before the casualty. JOSEPH WATERS,

Master of the schooner Mary Waters.

Ramsgate, April 18, 1876.

[The wreck is outside the limits of British jurisdiction, and, if totally abandoned and no one in possession, our Correspondent would have no legal remedy against the Owners of the vessel, or the Trinity Corporation, for not exhibiting a light to mark the danger. The Board of Trade might be applied to as "Superintendents of Wreck" (see Section 439, Merchant Shipping Act, 1854); but if the vessel is insured, the Underwriters would be liable for the "hurt" received by an accident at sea.]

SHIP'S ARTICLES AND CLEARANCE.

SIR,—The vessel I command completed her homeward cargo (rice) in Rangoon on the eve of last Good Friday, the 14th of April, and on the morning of the same day a note was sent from the Master Attendant's office to my Agents, advising that Good Friday and following day would be kept as holidays, and requesting them to forward a cheque for my vessel's Light Dues, Port Charges, &c., and on receipt of the same they would send her clearance. The cheque was sent and all necessary papers, except the ship's articles, to the Agent's office before the last of my cargo was on board, and without my being advised of the exception until the Master Attendant's office was closed. On Saturday, the 15th, the Shipping or Master Attendant's office was open for a limited time to despatch steamers, and some Seamen were paid off from a sailing ship; but the official refused to deliver my ship's articles up until I paid an extra fee of 16 rupees. This I paid under protest, or otherwise I could not have obtained the articles before the office hours on Monday, and could not have sailed until Tuesday morning. My ship was cleared at the Custom House on the 15th, which office was open as usual on that day; and as my articles were detained on Thursday, was the above a legal charge?—Yours, &c., SHIPMASTER.

Sept. 7, 1876.

MERCHANT SHIPPING ACT.

[The Articles of Agreement must be produced before the Shipping Master. "Shipmaster" did not send the Articles to the Agent, and therefore the vessel could not be cleared out. If the 16 rupees were claimed as a fine under the Indian Shipping Act for not complying with the law, there would be no redress; but, in the absence of exact information, we could not undertake to offer an opinion on the legality or illegality of the exaction.]

DEPOSITIONS.

SIR,—Is it compulsory for a British Shipmaster, in a case of collision, to make a deposition, and, if so, to whom; and is it necessary that the same should be published? Is a foreigner compelled to do the same?—Yours, &c.,

Newcastle, Sept. 1, 1876. INQUIRER.

[The 448th Section of the Merchant Shipping Act, 1854, deals with the power of Receivers to take depositions. Further power is given under Section 81 of the Merchant Shipping Act, 1876, to Wreck Commissioners; and by Section 82, whenever any ship on or near the coasts of the United Kingdom, or any British ship elsewhere, has been stranded or damaged, and any witness is found at any place in the United Kingdom, the Board of Trade may, if they think fit, under Section 432 of the Act of 1854, order a formal investigation. If a vessel has been in collision and damaged, and is in distress, the Master of a British ship would have to make a deposition before the Receiver of Wreck, and these documents are published in the *Shipping and Mercantile Gazette*. A Wreck Commissioner would be empowered to take the deposition of a foreign Shipmaster.—(See pages 85 and 87, *Maritime Notes and Queries*, Vol. I., and page 99, Vol. II.)]

WAIF IN THE RIGGING.

SIR,—Having been at sea on Sunday, the 12th, in one of our luggers, it then blowing a hurricane, we saw a vessel with a waif in his main rigging. We went to him. We desire to know if a waif signifies a signal of distress or not?

Margate, March 14, 1876. BOATMEN.

[A waif in the rigging is not a signal of distress under Section 17 of the Merchant Shipping Act, 1873.—(See page 198, *Maritime Notes and Queries*, Vol. I.)]

STEAMERS IN TOW IN RIVERS.

SIR,—Frequent disputes have arisen among Shipmasters of my acquaintance as regards what lights a steamer ought to carry when using her own steam and in tow of a tugboat while navigating a river. I should feel obliged if you could give me this information, and answer the same through your valuable paper. INQUIRER.

Dunkirk, May 10, 1876.

[Seagoing steamships, when under weigh, are to carry side and masthead lights.—(Art. 8.) A steamship in tow, and using her own motive power, is a vessel under weigh, and would therefore have to carry side and masthead lights.]

SUNDAY AGREEMENTS.

SIR,—I shipped on board a vessel at Whitstable, and the Master made all the Crew sign articles on Sunday, because he wanted to move the vessel. Are those articles so signed legal, or according to Act of Parliament?

Portsmouth, March 8, 1876. A SEAMAN.

[The Master of every ship, except vessels of less than 80 tons, and exclusively employed in trading between different Ports on the coasts of the United Kingdom, is bound to enter into an agreement with his Crew—(Section 149, Merchant Shipping Act, 1854)—before the ship puts to sea, if practicable, and, if not, as soon afterwards as possible—(Section 155). If, therefore, it is practicable to sign articles on sailing on a Sunday, it would be legal to do so. The contracts prohibited by the "Lord's Day Act" are not every contract made on Sunday, but contracts made in the exercise of a man's trade or ordinary calling. Thus, it has been decided in "R. v. Whitnash" that a contract made on Sunday by a farmer for the hire of a labourer is valid. The Court held, 1st, that they did not think a farmer came within the Statute; 2nd, if the farmer was included, the hiring was not work done in his ordinary—i.e. daily or weekly—trade or business.]

MERCHANT SHIPPING ACT.

DANGEROUS GOODS.

SIR,—Upon whom does the liability attach if, in the event of the Loading Brokers (who are also the Charterers) of a vessel shipping by her bleeching powder, liquefying salts, or corrosive preparations, without the knowledge or consent of the Owner, and without the packages being specially marked, such materials during the voyage cause injury to other portions of the cargo? The Charter-party is one of ordinary form, without any clause specially bearing upon this subject. V. J.

London, Feb. 14, 1876.

[Any person who sends, or attempts to send, or, not being the Master or Owner of the vessel, carries, or attempts to carry, in any vessel, British or foreign, any dangerous goods, such as aquafortis, vitriol, naphtha, benzine, gunpowder, lucifers, nitroglycerine, petroleum, or any other goods of a dangerous nature, without distinctly marking the same, incurs a penalty of 100*l.*; but if the Shipper is a mere Agent, and unaware of the fact, the penalty is not to exceed 10*l.*—(Merchant Shipping Act, 1873, Section 28.) If goods are not marked and described, any Court having Admiralty jurisdiction may declare them forfeited—(Section 27.) A civil action might be instituted against a Charterer if he puts goods on board a ship of such a nature as to damage other cargo.]

MANNING OF SHIPS.

SIR,—I sailed from this Port to the Mediterranean in the ——, and we signed for 12 hands. On going down the river I soon found out that I and another man were the only two A.B.'s, and we two had to work more than the rest of the men, who, however, got the same pay. Is a ship of 403 tons seaworthy with only two A.B.'s, and ought we not to be paid for overwork? H. MACDONALD.

London, June 23, 1876.

[On the 19th of December 1855, the Queen's Advocate, the Attorney-General, and Solicitor-General, advised the Board of Trade that there was an implied contract of seaworthiness between the Master of a vessel and the Crew, and that an insufficiently manned ship was unseaworthy. Further, that Seamen could not be punished under the Merchant Shipping Act, 1854, for refusing to go to sea in an unseaworthy ship. Whether a vessel of 403 tons, with only two A.B.'s amongst a Crew of 12 hands, would be considered efficiently manned might depend upon certain circumstances. The extra claim for doing the work of the other men could not be claimed unless under agreement.—(The Mobile, Q.B., Feb. 15th; A.C., July 7th, 1857.) If a Crew of A.B.'s, or a given proportion, were to be engaged, and they were not shipped, this would be a breach of agreement on which to institute a claim in a County Court.]

FISHING VESSELS' MARKS.

SIR,—Has the Act which said that all fishing vessels shall have their number painted upon the bows and the mainsail

been rescinded? There are several fishing vessels sailing out of Ports which have neither their name nor number painted upon them, and if they happen to collide with another vessel, which is not an unfrequent occurrence, there are no means of tracing them. A SHIPMASTER.
Hull, March 14, 1876.

[The Sea Fisheries Act, 1868, which requires all fishing vessels to be registered, lettered, and numbered, has not been repealed.—(See Section 3, Merchant Shipping Act, 1873.)]

MEDICINE CHEST.

SIR,—What is the size of vessel, and nature or extent of voyage, when it is compulsory to carry a proper medicine chest?—Yours, &c., Z. Y.
Leith, Feb. 28, 1877.

["The Owner of every ship navigating between the United Kingdom and any place out of the same shall provide and cause to be kept on board such ship a supply of medicines and medical stores, in accordance with the scale appropriate to the said ship."—(Par. 2, Section 4, Merchant Shipping Act, 1867.)]

MEDICINE CHESTS AND FRENCH PORTS.

SIR,—Are vessels trading between the United Kingdom and French Ports in the limits compelled to carry a medicine chest?—Yours, &c., SALTS.
Newport, April 17, 1877.

[Under Par. 2 of the 224th Section of the Merchant Shipping Act, 1854, the Owner of every ship navigating between the United Kingdom and any place out of the same must provide a supply of medicine and medical stores, under a penalty of 20*l*. This would include the French Ports.]

CONTAGIOUS DISEASES.

SIR,—A ship arrives in the roads with a contagious disease (small-pox) on board. Do the expenses incurred and attendance on ship, vaccinating men, and hospital charges, fall upon the ship or upon the Sanitary Authority? The ship was attended by the Medical Officer of Health.
Swansea, Nov. 8, 1877. INQUIRER.

[The charges would have to be paid by the Shipowner to the Port Sanitary Authorities—(see pages 150 and 151 *Maritime Notes and Queries*); but the shore expenses could be deducted from the Seamen's wages, if any are due.—(Section 8, Merchant Shipping Act, 1854.)]

LIMEJUICE AND ANTI-SCORBUTICS.

SIR,—If I supply the Crew of a ship bound for Callao and home with preserved provisions three times a week, am I obliged to supply limejuice?—Yours, &c.,
Cardiff, Nov. 23, 1876. J. R. ELLIS, Shipowner.

[The concluding paragraph of Section 4 of the Act of 1867 is as follows—"or a sufficient quantity of such other anti-scorbutics, if any, of such quality, and composed of such materials, and packed and kept in such manner as her Majesty by Order in Council may from time to time direct." There has been no Order in Council to substitute, when at sea, fresh provisions for lime or lemonjuice, and therefore the latter must be supplied irrespective of the dietary scale of the Crew.]

MORTGAGE.

MORTGAGE ON SHARES IN SHIP.

SIR,—A holds shares in a vessel—say one-half—which he mortgages to B. The other half belongs to one or more persons, A being Managing Owner. The Mortgagee wishes the mortgage paid off, which A is unable to do at the time, and the vessel is abroad. Can B send out to the Port of arrival and take possession of her, or must he wait until she returns and then sell A's shares, and could he compel the other Owners to sell? QUERIST.
March 30, 1876.

[A registered ship, or any share therein, may be made a security for a loan or other valuable consideration; but the mortgagee must register the instrument, in the form marked I. in the Act, at the Port at which the ship is registered—(Section 66, Merchant Shipping Act, 1854); and the registered Owner of any ship or share therein shall have power absolutely to dispose of such ship or share, and to give effectual receipts for any money paid or advanced by way of consideration.—(Section 43.) Shares in ships registered under the foregoing Clause shall be deemed to be included in the word "Stock," as defined by the Trustee Act, 1850, and the provisions of such last-mentioned Act shall be applicable to such shares accordingly.—(Section 10, Merchant Shipping Act, 1855.) Equities may be enforced against Owners and Mortgagees of ships in respect of their interest therein, in the same manner as equities may be enforced against them in respect of any other personal property.—(Section 8, Merchant Shipping Act, 1862.) A registered ship or share therein, when disposed of to persons qualified to be Owners of British ships, shall be transferred by Bill of Sale.—(Section 55, Merchant Shipping Act, 1854.) Any registered Owner, if desirous of disposing by way of mortgage or sale of the ship or share in respect of which he is registered at any place out of the country, or possession in which the ship is registered, may apply to the Registrar for a certificate of sale or mortgage.—(Section 76, Act 1854.) The Mortgagee of shares in a ship could not, therefore, sell the vessel, but only his interest therein, whether at home or abroad. He could only dispose of his shares or "stock" in the same way that a Mortgagee might sell the shares in a railway or any other Joint Stock Company. The Mortgagee, however, might apply to the Court of Admiralty, under Section 11 of 24th Vic., cap. 10, as the holder of a moiety of interest in the ship, and the Court would make such order as it deemed fit.]

MORTGAGE AND SALE OF SHIP.

SIR,—A had 34-64 shares of a vessel which was mortgaged to B. The vessel sailed some time since with a cargo from the East Coast of England for Ireland, and on her way she put into a Port of the West of England through stress of weather, and received damage. When at the Port of shelter B stopped her, and sold A's 34-64 shares to a disadvantage with C's 30-64 shares. 1st. Is B justified in selling a vessel with her cargo in at a disadvantage to A? 2nd. With selling A's 34-64 with C's 30-64 shares in one lot, with the consent of C, to A's disadvantage, C buying all? 3rd. The ship having no money in hand, who are the right parties to pay the victuals, wages, &c.?—Yours, &c.,
Plymouth, Nov. 6, 1876. CONSTANT READER.

[1st. If the vessel was unduly sacrificed the Mortgagor might apply to the Court of Admiralty under Section 11 of the 24th Vic., c. 10. 2nd. The whole of the shares of the vessel having been mortgaged, it follows that when the Mortgagee entered into possession he owned the entire ship, and, therefore, had the power of selling her. A Co-Owner is at liberty to bid at the sale, and may become the purchaser. 3rd. The Co-Owners are liable for all debts incurred previous to the Mortgagee taking possession. If wages are not paid, the Mortgagee is placed in the position of the Mortgagor in regard of suits for wages under the Merchant Shipping Act, 1854.—(The Caledonia, Admiralty Court, Dec. 20, 1855.) Seamen have a lien on the ship for wages.]

MORTGAGE.

MORTGAGED SHARES.

SIR,—I am Managing Owner of a ship. Twelve months ago the ship received heavy and costly repairs. I paid all accounts and made a call upon the shareholders. One shareholder mortgaged his shares, and was not in a position to pay the call. 1st. Are the remaining shareholders responsible to me for his proportion? 2nd. Have I any claim upon the Mortgagee for loss since the date of the mortgage? The vessel is now lost. 3rd. Have I now any claim upon the holder of said mortgage for his proportion of Crew's wages? 4th. Also his proportion of the disbursements that ship owes me?—Yours, &c., SUBSCRIBER.

London, Jan. 19, 1877.

[1st. The shareholders are severally and jointly liable to the Manager. 2nd. A Mortgagee not being deemed, by reason of his mortgage, the Owner of the ship or share until he is in possession, would be liable only for the wages and expenses from the time he became the registered Co-Owner.—(See Section 70, Merchant Shipping Act, 1854.) 3rd. Our Correspondent would have a claim on the Mortgagee for Crew's wages if he has gone into possession, but not otherwise, and only from the time of possession. 4th. The two last replies relate to this also.]

MORTGAGEES TRADING WITH VESSEL.

SIR,—A and B are Mortgagees, to the full value, of a vessel now trading, and C and D are registered as the Owners. In the event of the Owners, C and D, becoming insolvent, can the Mortgagees, A and B, continue to run the vessel in her usual trade and receive profits, if any, they taking the risk of loss also? The Mortgagees would be quite willing to give up the vessel against the money advanced. W. & W.

Yarmouth, Feb. 5, 1876.

[If the Mortgage is in default, the Mortgagees can employ the vessel in the same trade as she was in when they took possession.—(See the "European and Australian Steam Packet Company *v.* the Royal Mail Steam Packet Company," Vice-Chancellor's Court, July 23, 1858. "Marriott *v.* the Anchor Reversionary Company," Court of Appeal in Chancery, March 16 and 20, and May 7, 1862.)]

MORTGAGED SHARES.

SIR,—Supposing a person holds 16-64ths of a vessel which is mortgaged, can he dispose of say 3-64ths, subject to the existing mortgage, without the consent of the Mortgagee?—Yours, &c., SHIPOWNER.

March 22, 1877.

[The Registrar at the Port where the mortgage is recorded can only allow of the sale of the whole security; therefore "Shipowner" could not dispose of 3-64ths out of 16-64ths.]

MORTGAGEE AND SHIPBUILDER.

SIR,—A short time since I had a vessel placed at my yard for repairs, she having been stopped by the Board of Trade. A short time after having commenced the repairs, the Owner became bankrupt, and I found then that the vessel was mortgaged. The Mortgagee came and looked at the vessel and agreed with me I was to complete the repairs, and when finished to sell her; and if any loss occurred, it was to be equally divided between us, according to the value of his mortgage and to the amount of my bill. The Mortgagee now declines, and says he will not be responsible for any rent or cost of repairs, past, present, or future. What am I to do in the matter, as the vessel is in my way and is an injury to my business? I may state I have all her stores in my lofts, rent incurring every day, and the vessel is in my possession. The Owner of the vessel is offering 1*s.* in the pound.—Yours, &c., A SHIPBUILDER.

March 23, 1877.

[Our Correspondent has a lien on the ship for the repairs done by him, and he should give notice to the Mortgagee and also to the Trustees of the bankrupt, that the vessel will be sold by public auction to pay the expenses incurred.]

MORTGAGE.

MORTGAGE AND DEBTS.

SIR,—A bought a certain share (say one-fourth) of a ship from B, the Mortgagees. As purchasers from them, are they responsible for debts contracted previous to the Mortgagees having entered into possession, or are they only liable for their share of expenses from and after that date? A short period had elapsed between the date of B's having taken possession and that of the transfer to A by bill of sale, which will, perhaps, explain the wording of the latter, viz., "free of incumbrance created by us." It may have occurred that B had left an open question as to A's liabilities with regard to the previous incumbrance. INQUIRER.

Oct. 8, 1877.

[The Mortgagee B having entered into possession would be liable for all debts contracted from that time, and the purchaser A, who bought the share from B, having been guaranteed free from the liability to pay any incumbrances contracted during the time that B held the share, would only be responsible for debts incurred from the time he entered into proprietorship. The Co-Owner who mortgaged the share would be personally liable for his proportion of expenses up to the time of parting with the same.]

MORTGAGE AND FISHING VESSEL'S GEAR.

SIR,—A fishing smack was mortgaged in the usual way. The assumed Owner fell into difficulties, and a Sheriff's execution was issued, under which the officer seized all the trawling gear, and disposed of it by public auction. Is he justified in doing this? The Mortgagee claims the right of all property on board the vessel under his mortgage. A case of this kind has recently occurred. The solicitor who caused the execution to be issued insists upon it that the trawling gear is not considered appurtenances of the vessel.

Lowestoft, April 6, 1876. MORTGAGEE.

[The words used in the Parliamentary form of Mortgage (Schedule I.) are as follows:—"In the ship above particularly described, and in her boats, guns, ammunition, small arms, and appurtenances." We are of opinion that the trawling gear of a fishing smack is an adjunct or appendage to the vessel, and is included in the Mortgage, or in the bill of sale.]

MORTGAGE OF FISHING VESSEL.

SIR,—A fishing vessel is not registered, but licensed. Can the Owner mortgage her? If so, how and where is it to be recorded? How will the Mortgagee stand in the event of the Owner becoming bankrupt? A. B.

Ramsey, Isle of Man, March 14, 1876.

[If the vessel is over 15 tons she must be registered, and the only mortgage on Shipping recognised by law is the mortgage provided for under the Merchant Shipping Act, 1854. This is the only mortgage on a ship or shares therein which can be recorded.—(See Letter, page 159, *Maritime Notes and Queries*, Vol. II.)]

MORTGAGE AND LOAD-LINES.

SIR,—1st. Under Section 76 of the Merchant Shipping Act, 1854, the Mortgagee has the power of sale of the ship in shares. Can the Mortgagee, after having duly made a demand for the payment of the mortgage, advertise and sell the ship by public auction; and, if so, is the mortgage fully satisfied for the amount thereof, notwithstanding that at the sale the amount realised is much less than the mortgage claim? 2nd. Does the Mortgagee incur any personal or other liability after the sale, and how is the transaction accounted for on the Registry Book of Shipping at the Ship's

Port of Registry? 3rd. Do the provisions of the Merchant Shipping Act, 1875, in reference to the marking of decklines and load-lines, apply to British registered vessels in the British possessions abroad, or is the operation of the Statute confined to ships registered at and leaving the United Kingdom? A DEMERARA SUBSCRIBER.

Georgetown, Demerara, June 5, 1876.

[1st. If a bill was given as collateral security, and the vessel has been mortgaged for the debt, and the amount due under the loan has not been received, the lender would have a claim on the debtor for the balance of the amount advanced. 2nd. A Mortgagee would be at liberty to sell the vessel if the mortgage was in default; but he might be called upon to prove that the sale was an advantageous one, and that the property was not sacrificed. Without permission of a Court a Mortgagee cannot sell to himself, but must have the vessel registered in another name.—(Section 71, Merchant Shipping Act, 1854.) 3rd. The buyer in a British possession abroad would have to apply to the Registrar-General of Shipping in London. 3rd. Section 11 of the Act of 1875 applies to "every British ship."]

MORTGAGEES AND SHIP'S REPAIRS.

SIR,—I am the Ship's Husband and Manager of a vessel owned by myself and others. One of the Owners mortgaged his share to a bank, and afterwards became bankrupt, and the bankers gave me notice of their being the Mortgagees. The vessel has recently met with damages and been repaired, and on applying to the bankers to pay their proportion of cost of repairs they refuse, saying that they as Mortgagees are not liable. Are they legally liable, or who must I look to? If the Mortgagees are not liable, can they compel me to pay them future profits?—Yours, &c.,

Swansea, March 10, 1877. SHIPOWNER.

[If the Mortgagees have gone into possession, and if the repairs have been executed subsequently, they would be in the same position as the Mortgagor was formerly, and, therefore, liable for his share of the repairs. Where the Managing Owner has mortgaged his interest, and the Mortgagee caused the transfer to be duly endorsed on the Certificate of Registry, but the Mortgagor continued, as formerly, to manage the affairs of the ship, and the Mortgagee did not nterfere or take possession, it was held that he was not liable for repairs and necessaries supplied to the orders of the Mortgagor.—("Briggs *v.* Wilkinson," *Shipping and Mercantile Gazette.* See also pages 12 and 158, *Maritime Notes and Queries*, Vol. II.)]

MORTGAGE WITHOUT BILL OF EXCHANGE.

SIR,—I borrowed several sums of money, in all amounting to 1,000*l.*, to secure which I gave a mortgage on a ship and Policy of Insurance, but no Bills of Exchange. The ship was lost, and the Underwriters on the Policy failed to pay. Can the lender revert back to the borrower for repayment?—Yours, &c., VINDEX.

Liverpool, Oct. 10, 1876.

[The "Form of Mortgage" of a registered ship, as a security for a loan or other valuable consideration (Section 66, Merchant Shipping Act, 1854), sets forth that "I (the borrower) do hereby, for myself and my heirs, covenant that I, or my heirs, executors, or administrators, will pay the said sum, together with interest thereon . . . and that if the said principal sum is not paid on the said day . . . I will pay interest on the whole for the time being . . .; and for the better securing the repayment in manner aforesaid of the principal sum and interest, I hereby mortgage" the ship free from incumbrances. There was, in our Correspondent's case, an absolute engagement to pay the principal, and the Mortgagee has not been paid. If, however, the Policy of Insurance was assigned in the manner provided by the 31st and 32nd Vic., cap. 86, the Mortgagee alone would have power to sue under that instrument, and he is bound to exhaust that security before proceeding personally against the borrower.—(See also "Insurance and Mortgage," page 217, *Maritime Notes and Queries*, Vol. I.)]

MORTGAGEES AND WAGES.

SIR,—Some little time since a Merchant and Shipowner got into pecuniary difficulties. A friend of his, a banker, was compelled to assist him, and advanced some considerable sums of money, for which mortgages were given on various ships. On the return of these vessels to their respective Ports all wages, both Master's and Seamen's, for the completed voyage were paid by the Mortgagee; but subsequently one of the Masters of the ships made a heavy claim for arrears of wages. Have these arrears of wages a preferential claim to the mortgage, admitting them to be fairly due, or do they merely come in as all other ordinary or common debts?—Yours, &c., A SHIPOWNER.

Jersey, Oct. 23, 1876.

[The claims of Mariners are not interfered with by the sale of a ship. Their lien follows the vessel for wages, and is not defeated by a Mortgagee taking possession. In the Admiralty Court, London, a Master was held entitled to sue the ship notwithstanding the vessel had been sold.—(The Bengal.)]

MORTGAGEE, WAGES, AND DEBTS.

SIR,—Should the Mortgagee sell a vessel, would he be held liable to pay wages, or any debts contracted on the said vessel? INQUIRER.

Portinllaen, April 18, 1876.

[The Mortgagee would not be personally liable for debts and wages contracted previous to his taking possession of the vessel, and the Shipowner would therefore have to pay the same. If, however, the Owner is insolvent, or there are no solvent Part-Owners to sue, and he or they cannot pay the wages, the vessel could be arrested for the wages of the Master and Crew, but not for other debts. Where a sum of 50*l.* had been paid on account of wages, after possession had been taken of the ship, it was held that this might be set off by the Mortgagee without opening, as against them, the general account between the Master and the Owners.—(The Caledonia, Admiralty Court, Dec. 20, 1855.)]

FIRST AND SECOND MORTGAGEES.

SIR,—A vessel is mortgaged to A and B. A's claim is paid by a third party, who takes A's mortgage, but on receiving the actual amount due to him from a fourth party, and is not requested at the time to release the first mortgage, B complains that it is his duty to release the same, that he (B) may become the first Mortgagee. The amount of A's claim is not the full value of the vessel, and B being anxious to realise, has he the power to sell; if not, what is his actual position in the case? INTERESTED.

Lowestoft, March 20, 1876.

[B is the second Mortgagee, and if the mortgage is in default he might sell the ship subject to the first mortgage. As the first mortgage has not, however, been discharged, the first Mortgagee might attach the vessel or the proceeds if the ship was put up for auction, if not sold by order of the Court. A second Mortgagee cannot dispose of the vessel without the concurrence of the prior Mortgagee, except under the order of the Court.—(Section 71, Merchant Shipping Act, 1854.)]

SALE OF MORTGAGED SHIP.

SIR,—I hold a second mortgage on a ship for 800*l.*, and another gentleman, who held one mortgage for 750*l.*, has sold the vessel privately for 900*l.*, unknown to me and the proper

MORTGAGE.

Owner. Is such a sale legal or not without advertising? The ship was on a voyage to Brazil, so he takes possession of freight and ship. Must I lose my money?
Newport, Feb. 26, 1876. SUFFERER.

[If the ship has been privately sold, and for a price much below her marketable value, a clear case might be made out for the interference of the High Court of Admiralty, and that Court would have power to deal with the whole subject.—(See pages 158 and 159, *Maritime Notes and Queries*, Vol. II.) When a Mortgagee enters into possession of the mortgaged property, with a view to a sale, he is bound to act with the same care and prudence, and to make the same efforts, which a prudent proprietor would make in order to have the sale conducted to the greatest advantage.—("Marriott *v.* the Anchor Reversionary Company (Limited)," Chancery Court, Nov. 20, 21, and 22, 1860.)]

POWER TO SELL MORTGAGED SHIP.

SIR,—If a person has mortgaged his shares in a vessel, can he sign a power of attorney for the sale of such vessel without first obtaining the consent of the Mortgagee?—Yours, &c., MORTGAGEE.
July 21, 1876.

[The Owner of mortgaged shares in a vessel could only sell his shares subject to the mortgage, and if the mortgage has been duly registered, a title could not be given to the purchaser; therefore the power of attorney would be of no effect. A Mortgagee is not deemed to be the Owner, and the Mortgagor of a ship or a share therein is divested of ownership only "in so far as may be necessary for making such ship or share available as a security for the mortgage debt."—(Section 70, Merchant Shipping Act, 1854.)]

CHARTERER AND MORTGAGEE.

SIR,—A chartered his steamer with B to make as many consecutive voyages as she could during a certain period. The steamer entered upon the Charter, but before the period agreed for has been completed, A informs B that his steamer has been seized and sold by the Mortgagees, and, consequently, he is unable to fulfil the Charter. Can B compel the steamer to be returned to complete her Charter; and if not, what is his remedy, and against whom, for the damages which he is likely to sustain by such a breach of contract?—Yours, &c., SUBSCRIBERS.
Sept. 16, 1876.

[No notice of any trust, express, implied, or constructive, can be entered in the register book.—(Section 43, Merchant Shipping Act, 1854.) A Charter could not oust the rights of a Mortgagee. No registered mortgage of any ship shall be affected by any act of bankruptcy committed by the Mortgagor, after the date of the record of such mortgage, notwithstanding such Mortgagor, at the time of his becoming bankrupt, may have in his possession and disposition, and be reputed Owner of, such ship or share thereof; and such mortgage shall be preferred to any right, claim, or interest in such ship which may belong to the Assignees of such bankrupt (Section 72), and the registered Mortgagee has absolute power of sale (Section 71). If the Owner is not bankrupt, he may be sued for breach of Charter. So long as the Mortgagee does not take possession of the ship, the Mortgagor, as registered Owner, retains all the rights and privileges of ownership, and all contracts made by him not impairing the rights of the mortgagee are valid.—("Collins *v.* Lamport." Chancery Court, Dec. 9, 1864.) Though a Mortgagee takes possession there may be an equity of redemption; and if the vessel is not sold, he should employ the ship as a prudent Shipowner should do.—(See page 159, *Maritime Notes and Queries*, Vol. II.) When a Mortgagee receives sufficient to satisfy principal and interest and costs, he is a trustee for the balance, and is in the same position as any other trustee.—("Jones *v.* the Marine Credit Company," Chancery Court, Jan. 12, 1867.) It might be a question of prudence, if the vessel is not sold, whether a lucrative charter should not be fulfilled. But there seems to be no doubt that the Mortgagee in possession is not bound by the previous engagements of the ship.—("European and Australian Steampacket Company *v.* the Royal Mail Steampacket Company," *Shipping and Mercantile Gazette*, July 24, 1858.)]

BILLS OF EXCHANGE AND MORTGAGEE.

SIR,—A had a vessel which was sold to B, who took four bills of exchange, namely—at three, six, nine, and twelve months—payable in London, and covered by mortgage to A, duly registered at the customs at the Port where the vessel was registered. The first bill was duly met, the second bill was dishonoured, and renewed for another six months. The third and fourth bills were also dishonoured at maturity. In the interim B became bankrupt, and offered 1*s.* 6*d.* in the pound. The solicitor of B applied to A to prove his claim, and A declined to put in his mortgage. The vessel on her arrival at a British Port was stopped by the Board of Trade and declared unseaworthy by the Surveyor, but, by permission of the same, B was allowed to remove the vessel to another Port, to dock, where she now lies, partly repaired. Has A, the Mortgagee, power to arrest the vessel by an Admiralty writ for payment of the amount of his mortgage, prior to any other claims?—Yours, &c.,
Penzance, April 26, 1877. FERDINAND SCORZA.

[The 3rd and 4th bills having been dishonoured, the mortgage was in default, and, therefore, the Mortgagee could arrest the ship by an Admiralty writ, and his claim would take precedence of all other creditors of the bankrupt's estate.]

ADVANCE ON RIVER CRAFT.

SIR,—I am about to accept some lighters and craft as security for money to be advanced, and have agreed to adopt such value of craft in proportion to the amount lent and interest as is customary in the Port of London. What is the usual proportion between security and sum lent, and also the interest generally charged under such circumstances? It is, I believe, 10 per cent. for a ship, and should, I think, be about the same, if not more, on lighters. SECURITY.
London, April 6, 1876.

[There is no rule in the Port of London as to the interest chargeable on moneys advanced to Owners of river craft. It varies from 6 to 10 per cent. It is a question of the sufficiency of the security and the respectability of the borrower and the condition of the vessels. They would be liable to depreciation, collision, fire, stranding, and damage; and although some of the risks might be covered by insurance, all could not possibly be provided for. Three-fourths of the estimated value would, we should say, be a maximum proportion under the most favourable circumstances.]

SAILMAKER'S CLAIM.

SIR,—A vessel was put up to public auction by creditors who had advanced to the large Owner certain sums of money and goods for his own private business. I supplied the vessel with sails. Does my account take priority of the other creditors, and can I hold the other Owners liable for the full amount, or only for their respective shares?
Guernsey, April 8, 1876. A SUBSCRIBER.

[If the shares of the vessel were mortgaged, the Mortgagee would have a right to sell them, and his claim would have to be satisfied before that of other creditors on his estate. The claim of the Sailmaker would fall on all the Co-Owners, and all would be liable for the full amount of the account.—(See letter "Mortgage of Shares in Ship," *Shipping and Mercantile Gazette*, April 6, 1876.)]

MORTGAGE.

SAILING BY SHARES AND FREIGHT.

SIR,—I am the Captain of a vessel, and arrived here from Runcorn with salt. I am sailing the ship by shares. My Owner has become bankrupt since my sailing from Runcorn, and the ship is mortgaged. On my arrival the Mortgagee seized the ship. I have discharged about two-thirds of the cargo, and, being refused payment of freight, have stopped the discharge of the remainder. Am I right in stopping the discharge of the cargo; and what steps can I take to recover my proportion of the freight? My arrangement with the Owner is that I am to receive two-thirds of the freight to remunerate myself and to pay all disbursements, viz., Port charges, wages, provisions, &c., but not including repairs and insurance. SHIPMASTER.

Newcastle, March 14, 1876.

[The vessel was leased to our Correspondent on certain conditions, and he, consequently, became Owner *pro hac vice*, and, when in possession as Charterer, the Mortgagee seized the vessel and demanded the freight. So long as an Owner is in possession of his ship he may sail her and make contracts. Mortgagees have only the same rights, and are subject to the same liabilities in respect of freight, as the Part-Owners from whom they have taken their mortgage.—("Green *v.* Briggs," V. Ch. C., April 12, 1848.) If the contract was good and binding between the Owner of the vessel and Master, the latter, as Charterer of the ship, would be entitled to receive the freight, but the Mortgagee would have to be treated as the Owner, and, as such, entitled to his share. Stopping the discharge of cargo should never be resorted to. We would advise, under the peculiar circumstances, delivery under protest.]

REPAIRS AND CO-OWNERSHIP.

SIR,—A friend of mine is Managing Owner of a British vessel which has arrived in the United Kingdom leaky, and requires to go into dock for repairs. One of the Owners died lately in a state of insolvency with a mortgage on his shares. The Mortgagee declines to contribute to the necessary repairs, and intimates that he will sell as soon as the necessary repairs at the Managing Owner's expense have been effected. What can be done in this case to compel the Mortgagee to pay his proportion for repairs?—Yours, &c., INQUIRER.

April 20, 1877.

[If the Mortgagee has exercised rights of ownership of his shares, he would be liable for all expenses incurred from the time he constituted himself a Co-Owner. By Section 72 of the Merchant Shipping Act, 1854, any act of a bankrupt, after the date of the record of the mortgage, does not affect any rights, claim, or interest of a Mortgagee in the ship, or any share thereof which may belong to the Assignees of the bankrupt. When a Mortgagee of shares wishes to sell he must apply to the Registrar of Shipping for a transfer and the endorsement of the Register. All changes in Ownership must be endorsed on the certificate.—(Section 45.) If a Co-Owner objects to repairs, he might be fixed with his share of expenses by a suit in Admiralty.—(Our Correspondent is advised to peruse a series of letters in *Maritime Notes and Queries*, Vols. I., II., and III., on Co-Ownership and Mortgagees.)]

DECEASED CO-OWNER INSOLVENT.

SIR,—A Ship's Husband died insolvent. He owned 32-64ths in a ship, which vessel at the time of his death owed, for repairs and outfit, 800*l.*, the one-half of which sum I, as remaining Owner, paid him prior to his death and hold his receipts. What is my position as regards the said debts? His 32-64ths being mortgaged to a banker, who is liable to pay the 800*l.*? Has the banker any claim on the ship beyond the 32-64ths, and can he compel me to sell my part on the ship's return to England? Who is the proper person to act as Ship's Husband?—Yours, &c., SUBSCRIBER.

Newport, Oct. 23, 1876.

MORTGAGE.

[The deceased Co-Owner mortgaged his shares. The Mortgagee is not liable to our Correspondent for the repayment of the 800*l.* The Mortgagee has no claim on the ship beyond that given to him by the shares. He cannot compel the Owner of one-half the shares to sell the same without an order from a Court. Where a ship is held in equal shares by two Part-Owners there can be no majority; but the Mortgagee might consent to our Correspondent acting as Ship's Husband. If there are any assets the estate of the deceased Ship's Husband would be liable, and our Correspondent would rank with other creditors.]

FISHERMEN'S WAGES.

SIR,—A fishing smack arrived from sea, the Captain being the registered Owner. The vessel was mortgaged, and the Mortgagee stopped the ship and sold her by auction, and sold the fish also, and kept the money. The Captain is destitute and cannot pay us. Who are we to sue for our weekly wages—the ship, the Mortgagee, or the Captain who is insolvent? At the time of stoppage the vessel was duly insured and all interest paid.—Yours, &c., THE CREW.

Grimsby, Feb. 19, 1877.

[The Mortgagee is not personally liable for wages incurred previous to going into possession, and, therefore, the only person to sue is the Master.]

SALE OF SHIP.—BRITISH SUBJECT.

SIR,—1st. In the matter alluded to in your impression of June 30 there was no note or other collateral security, but simply a mortgage deed executed for a stated sum against or upon the ship. Supposing the sale took place at public auction, and the ship realised at such sale only one-half of the mortgage debt, would the Mortgagee have any other legal or equitable claim or personal right of action against the Mortgagor for the balance of the amount of mortgage, or would not the debt, *ipso facto*—that is, by the sale—be entirely extinguished? 2nd. Can a Joint-Owner residing out of the ship's Port of registry appoint his Co-Owner residing at the Port of registry as his attorney, by power of attorney (not certificate of sale), to dispose of his interest in the ship to such Joint-Owner; and would a bill of sale executed jointly by the attorney and Co-Owner be an effectual and valid transfer of the ship or shares? 3rd. What constitutes a British subject? Are the children of foreigners born in a British possession British subjects, or are they only natural born of their parents, who are foreigners?—Yours, &c., A DEMERARA SUBSCRIBER.

Demerara, July 25, 1876.

[1st. Mr. Justice Willes, in "Nelson *v.* Couch" (Common Pleas, June 24, 1863), said:—"If a creditor having a lien and power to sell were to do so, and only realised half his debt, could he not sue for the remainder? Surely he could. Looking at the cases of the Fortitudo and the John and Mary, referred to in the argument, it would be most extraordinary to hold that an action *in personam* was no bar to further proceedings, but that an action *in rem.* was." The Mortgagor would be personally liable for the balance of the debt left unpaid on the mortgage. 2nd. A Joint-Owner could authorise a person, by power of attorney duly executed, registered, and stamped, to dispose of his interest, but the attorney must give a receipt in the name of the actual Mortgagee, so as to discharge the mortgage on the register. The sale would then be valid. 3rd. All persons born within the dominions of the Crown, that is, either within the United Kingdom or the territories thereto belonging, fall within the definition of British subjects; and this extends to the children of aliens if their parents were not at the time in enmity with our Sovereign.]

MASTERS' LIABILITIES.

Masters of ships are, at times, inconveniently circumstanced as to ordering necessaries for the use of the ship or the victualling of the Crew. A vessel may be laden in Port and detained for something which may be necessary for the immediate purpose of getting her to sea, and hence the question as to a Master's authority to pledge the credit of his employer cannot always be defined by a hard-and-fast rule, but must be settled according to the special merits of the case. In certain emergencies, even in a home Port, a chain or hawser may be urgently required to save a vessel from destruction, and thus it might become a matter of necessity that the master, as the Agent of the Owner, should take steps to prevent loss of life or property. A vessel may also be compelled to haul out of a harbour or dock to make room for another, and detention has been held to constitute a sufficient deviation to avoid a claim for loss under a Policy of Insurance. There is likewise an implied credit, as distinguished from an authority expressly conceded. The limits between these two latter, under special circumstances, are very narrow. The personal liability, however, of the Master must be determined by a variety of circumstances. If the Master of a ship registered in the United Kingdom gives orders for necessaries, he should be careful to sign all documents in his own name as Agent after that of his Owner, and make those who supply the vessel with stores or provisions understand that he, the Master, does not intend to incur any liability whatever as respects the payment. When the Captain of a ship orders work to be done without giving the name of the Shipowner, or intimating that he will not be responsible, he makes himself personally liable. —(The *Progress*, "TILLY *v.* THOMPSON," Court of Exchequer, February 14, 1853, and subsequent cases.) Persons giving credit to Masters labour under the impression that they have a lien on a vessel for supplies, but this is a mistaken notion. If an Owner is domiciled in England or Wales, and credit is given in either place, the Admiralty Court has no power to allow proceedings *in rem*. The term "domiciled" in the Admiralty Court Act, 1861, Section 5, is used in the ordinary legal sense; and if the Owner of a ship is only temporarily absent from this country, an action for necessaries cannot be maintained against the ship.—(The *Pacific*, Admiralty Court, March 22, 1864.) The 8th Section of the 19th and 20th VIC., c. 97, in relation to the rights and remedies of persons having claims for repairs done or supplies furnished to ships, is to be construed as a remedial enactment, intended to enlarge and not restrict them; but in order to secure these rights and remedies to persons who had claims as material men in all parts of the United Kingdom, not being strictly English Ports and in the Channel Islands, the 8th Section of the Act we have mentioned was passed, declaring all Ports within the United Kingdom and the Channel Islands "Home "Ports," and thereby enlarging in favour of that class of claimants the jurisdiction of the Irish Court of Admiralty in England. When, therefore, the petitioners have agreed to look to the Agents of the Owners of the ship for payment, they place themselves out of Court, and the Court of Admiralty would not take cognizance of such a suit.—(The *Isabella*, of Glasgow, Admiralty Court, Dublin, August 25, 1866.)

We have recorded several cases wherein Masters have been made liable for stores supplied to ships; but if an Owner is not liable for the acts of a Master who has exceeded his authority, there can be no lien on the ship. In Admiralty, therefore, whether in England, Wales, Ireland, or Scotland, those who supply necessaries must look to the ability of those to pay who give the orders, for a vessel cannot be arrested if an Owner resides within the United Kingdom.—(The *Chieftain*, Admiralty Court, London, March 3. 1863.) Where a Shipowner had an Agent at Quebec, it was held that a Master had no authority to bind his Owner's credit for necessaries.—(The *Aracana*, "GUNN *v.* ROBERTS," sittings in Banco, Common Pleas, April 30, 1874.) The law is clearly set forth in a cause heard before Sir THOMAS SIDGREAVES, Vice-Admiralty Court, Singapore, and reported in our columns in March 1874. In cases heard before Courts, the main element in favour of or against a claim on a Shipowner for necessaries ordered by a Master has been that of urgent necessity, and authority on the part of a Master to pledge his employer's credit. It has been held that within the United Kingdom such claims must be treated as ordinary contracts, unless there is some particular reason for taking it out of that category. If servants could pledge the credit of their masters without authority in the United Kingdom, and the latter were made liable, whether they benefited by the act or not, there would be a great outcry against such a method of damaging employers. A prudent tradesman should ascertain, in giving credit for goods, to whom he is to look for payment. We admit, however, that there may be misconception as to authority, but in a case reported in our impression of the 27th of June ("BARNES and Co. *v.* WARN," Sunderland County Court) it was decided that where a ship is at Sunderland and the Managing Owner resides at Portsmouth, the latter could not be considered so near as to give the Owners the right to interfere with the Master of a ship, and the learned Judge could not find any settled case in which the electric telegraph had altered the law as regards a Captain's power to make contracts. The claim was for meat, and it was said that the Master had an allowance over and above his salary per voyage for victualling his ship. Here was an ordinary case of Master and Servant in the United Kingdom; and a Court has held that a person who supplies necessaries need not communicate with the Owner, and that it is quite sufficient if he obtains his orders through the Master, even though the latter is paid for victualling the ship, and the Owner swears he was not empowered to pledge his credit. If claims in the United Kingdom are to rest on common contract, and those who give orders are nevertheless not liable, it would seem that wrong can be inflicted. There may be points omitted in the report, but, in the absence of explicit details, some explanation is required to understand the principle of the law as propounded in "BARNES *v.* WARN." —*June* 30, 1870.

SHIPMASTERS' LIABILITIES.

When a Shipmaster draws a bill of exchange upon his Owners for necessaries supplied at a foreign Port, he is not always aware of the personal consequences of his act. It is true that, by the Merchant Shipping Amendment Act of 1862, a bill drawn by the Master

on the Owner for wages makes the Owner liable to the holder or indorsee thereof, whether it is accepted or not; and in any proceeding against the Owner it is not necessary to prove that the Master had authority to draw the same. But a bill for disbursements, though it may include wages, stands in a different category; and if the Owner on whom it is drawn does not meet it, the holder for value may resort to the drawer (the Master), who is liable to him for the amount. It occasionally happens that, after such a bill is drawn by the Master, and before the ship comes home, the Owner may be in difficulties, or his estate may have passed into bankruptcy, and it then becomes a question in what position the Master stands as against the Owner's assets. Such a case was last week before the Court of Appeal, and the report, which is well worthy the attention of Shipmasters, will be found in our present impression. It appears that in July 1875, Captain B. B. TURNER, Master of the steamship *Conde d'Eu*, belonging to the Rio Grande do Sul Steamship Company, while at Teneriffe, drew a bill for 126*l.* 9*s.* 4*d.* on the Owners for coals and necessaries supplied to the ship there. The bill was duly remitted and duly accepted by the Company, but was dishonoured at maturity. When Captain TURNER returned to England he found the Company in liquidation, and he was applied to for the amount of the bill, and had to pay it. The ship having been mortgaged, the Mortgagees went into possession. The question with Captain TURNER then was, how he was to recover the amount of the bill which he had been compelled to pay. He applied for and obtained leave to enforce his claim in the Admiralty Court as a lien for necessaries upon the ship. The order on which this leave was obtained was, however, subsequently varied by Vice-Chancellor BACON directing the liquidator to pay into Court, to answer Captain TURNER's claim, 150*l.*, the Captain giving an undertaking not to proceed with his suit in the Admiralty Court, but without prejudice to any application by him to have the amount increased should it prove insufficient to meet his claim. Such an application was made in November last, on the ground that the sum paid into Court would not cover the amount of the bill and interest and the cost of proceedings in the winding up. The Vice-Chancellor allowed Captain TURNER the amount of the bill and interest (137*l.* 12*s.* 10*d.*), but refused to allow him costs, and ordered the balance of the 150*l.* to be repaid to the liquidator. Against this order Captain TURNER went to the Court of Appeal, and hence the recent proceedings.

It is satisfactory to find that their Lordships were unanimous in deciding for the appellant. "He (the "appellant) [said Lord Justice JAMES] drew the bill "for disbursements properly incurred on behalf of "the ship, and beyond all question he had a lien on "the ship for the amount, paramount to the claim "of the Mortgagees." On the question of costs, which was ostensibly, but not in reality, the question before the Court, his Lordship said:—"The appel-"lant's costs of obtaining the order were properly "part of his costs as incumbrancer. That order had "never been discharged; there had been no adjudi-"cation that it was a wrong order. In the Court of "Admiralty Captain TURNER would have been "entitled to a lien on the ship for all his costs, "charges, and expenses, and the object of the order "of the 5th of October was to substitute a sufficient "fund in Court for that to which the appellant would "have been entitled as against the ship." The Court of Appeal gave Captain TURNER the amount of his costs, and directed the order of the Vice-Chancellor to be varied, so as to provide for them. There can be no doubt that the principle laid down by Lord Justice JAMES in this case is sound law. The cost of necessaries creates, under certain circumstances, a lien upon the ship, which is superior to that of any Mortgagee. It is a well-established rule of Maritime Law that the last incumbrance created for the purpose of bringing the ship home has priority of all others. It might, perhaps, be a question whether disbursements on a ship, under certain circumstances, would be necessary; but, the necessity once admitted, there is an end of the case: the claim attaches. Previous to the passing of the Admiralty Court Act, 1861, the Master had no lien for his disbursements, and therefore no action *in rem*. The Act of 1854 gave him the right, in case a set-off to his claim for wages was pleaded in the Admiralty Court, to go into the whole question of the ship's accounts. In the case of "BRISTOW *v.* WHITMORE," the House of Lords decided, however, that the Master had an equitable claim upon the freight for extraordinary expenditure incurred by him in performance of the contract under which the freight is carried; but Section 10 of the Act of 1861 gave the Master for the first time a right of action *in rem.* for disbursements made on account of the ship. As regards wages, and which form frequently, if not generally, a large portion of ship's disbursements, where the Owner is bankrupt the lien still attaches to the ship, and must be satisfied in priority to other claims upon the estate, and can be enforced by the Court of Admiralty, and this rule holds even where the ship has been sold under a bankruptcy. The recent decision of the Court of Appeal puts the position of a Master who claims for disbursements under a liquidation in a still clearer light. His claim is paramount, and must be satisfied even in preference to those of Mortgagees who have lent their money on the ship and are actually in possession. A Shipmaster may therefore rest satisfied that when he draws a bill on his Owners at a foreign Port for necessaries and disbursements, he has the ship as security, and if the Owners do not meet the bill, and the Master becomes liable upon it, the ship must answer for the claim. It is true that a Master who draws a bill for disbursements on his Owners may, like Captain TURNER, be put to considerable inconvenience, but he will not suffer in the end, and the knowledge that he has his action *in rem.* will facilitate matters should his Owners be bankrupts or in liquidation.—*February* 6, 1877.

BILL GIVEN FOR REPAIRS.

SIR,—I own 32-64th shares in a ship. My Co-Owner has always acted as Ship's Husband, and paid and received all claims. Some time since heavy repairs were done by his sole orders. When he called upon me for my share, I paid him in full, and he then gave bills for the amount, which bills are not paid, and he is insolvent. Am I liable to be called on again for payment, and, if so, to what extent?

SHIPOWNER & SUBSCRIBER

Newport, Jan. 24, 1876.

NECESSARIES.

[Any Co-Owner is exempted from the payment of charges who can show that he has not pledged his responsibility, for the mere legal ownership, *per se*, is in no case sufficient to render a Part-Owner liable.—(See letter "Repair of Vessel by Ship's Husband," page 138, *Maritime Notes and Queries*, Vol. II.) As there was no contract with our Correspondent, he cannot be sued. The Material Man having accepted a bill in payment from the person to whom he gave credit, must rank with other creditors under the estate of the insolvent. As to whether the Shipbuilder, when he parted with his lien and took a bill, would have a legal claim on our Correspondent for the difference between the dividend and the full amount of the bill is a doubtful question in law.]

COALS AND STORES.

SIR,—If coals are put into a steamer's bunkers for her own use, ought they to be treated as a portion of her stores?—Yours, &c., JAMES HUGHES.

Montrose, Oct. 26, 1876.

[It has been held that coals are necessaries, and also that necessaries are stores. A steamer could not be propelled without being supplied with fuel for generating heat, and therefore coals are as necessary as provisions, which are classed as stores and necessaries.—(See letter "Insurance and Ships' Provisions," page 58, and "Provisions and Stores," page 66, *Maritime Notes and Queries*, Vol. II.; and letter on "Deck Cargo" in *Shipping and Mercantile Gazette*, May 24, 1876.)]

DEBT OF MASTER.

SIR,—1st. I have received a summons to appear at the County Court, Swansea, on Oct. 9 next, for a debt of 11*l.* for shipchandlery supplied to my Captain at Swansea without my authority. 2nd. By the County Court Acts, can this case be tried or heard at Swansea, or must it be heard at Liverpool, where I am residing and carrying on business as a Shipowner?—Yours, &c., A SHIPOWNER.

Sept. 16, 1876.

[1st. The Shipowner would not be liable for necessaries supplied to a Master in a home Port without the Owner's instructions. 2nd. Application should be made to the Judge of the County Court at Swansea, under Section 22 of the Act of 1856, to have the venue changed to Liverpool. If the case is not transferred, and an appearance is not made to the suit in the Court at Swansea, judgment would go by default.]

GOODS SUPPLIED TO MASTER.

SIR,—Are Owners of vessels liable for goods supplied when the Master sails the vessel on monthly wages and so much per head for victualling the Crew?—Yours, &c.,

Bristol, Jan. 19, 1877. THOS. COOKE.

[A servant who gives orders for goods without his Master's authority cannot bind the latter; and whether a Master is on monthly wages or sails the ship on any other terms, he must be sued on his own contract.]

LIABILITY FOR NECESSARIES.

SIR,—A steamer left the North of England last year bound to Lisbon, and put into Falmouth to get coals and a supply of stores from Agents there. The conditions of payment for stores were by a 21 days' bill on the Owner, who at that time lived in England, drawn by a certified Captain and the Owner's brother. The latter was a passenger on board. The boat having been seized at Brest by the British Consul on account of unseaworthiness, the Owner could not meet the bill in consequence of other heavy expenses incurred. The Agents at Falmouth now come upon the Owner's brother. Who is the party liable?—Yours, &c.,

Ipswich, Dec. 22, 1876. E. HINDERWELL.

NECESSARIES.

[The parties liable are those who gave the order for the goods, unless they were careful to confine the credit to the Owner; and therefore the Master or the Owner's brother, or both, may be sued if one or other decline to pay.]

MASTERS' ORDERS.

SIR,—In several places in that very useful work, *Maritime Notes and Queries*, it is very distinctly stated that Material Men have no legal claim upon a British Shipowner for supplies of ordinary ship's necessaries given to, or on the order of, the Master, at a British Port, unless the authority of the Owner has been obtained for the supplies being made, or that the circumstances of the case be urgent—the claim being entirely one on the Master to whom or on whose order the supplies are given. While I am satisfied with the authority of these *Maritime Notes and Queries* for this opinion, there are some who think it *infra dig.* to be guided by any authority in these matters short of some superior Court. Can you give reference to any decisions on this question, and particularly in such circumstances as are referred to on page 95 (1873) of *Maritime Notes and Queries*, where the Owner, while paying one portion of an account, refuses payment of the other, though evidently both parts of it are supplied on the same authority, and it does look as if it were arbitrary for the Owner to be bound to pay only what he chooses?—Yours, &c., A SCOTCHMAN.

Nov. 27, 1876.

[The Master of a ship who may be appointed to the command by a person in possession might recover for wages and actual ship's disbursements, but not for necessaries, for which he has only made himself liable—(The Edwin, Admiralty Court, London, May 31 and June 14, 1864). If, however, a Master is Part-Owner, and has given the order to the Material Men, he is personally liable as on his own contract. As a general rule, there is authority to borrow money, or pledge the Owner's credit, whenever the power of communication is not correspondent with the existing necessity.—(Wallace *v.* Fielden, Judicial Committee of the Privy Council; the Jenny Lind, Admiralty Court, London, April 23 and 30, 1872.) See also several cases quoted in a leading article, specially dealing with the subject, in *Shipping and Mercantile Gazette* of June 30, 1876.]

NECESSARIES AND WAGES.

SIR,—1st. If a Shipmaster orders stores for a voyage from a tradesman in a home Port who has supplied him at various times for several years on account of the Owner, and was always paid by the Owner, and the ship is seized for debt, and the Owner cannot pay the last account, is the Shipmaster liable for such stores, although only a servant of the Owner? 2nd. Has a Provision Merchant a first claim on the freight after the wages are paid; and, if so, how can he make his claim if the ship discharges in a Port on the Continent?—Yours, &c., A SHIPMASTER.

Flint, Nov. 22, 1876.

[1st. The Master would not be liable under the circumstances mentioned, the tradesman having agreed to supply the goods on the credit of the Owner. 2nd. A Material Man has no lien on the ship or freight, but takes his rank with other creditors.—(See a leading article in *Shipping and Mercantile Gazette*, June 30, 1876.)]

NECESSARIES AND SHIPWRIGHT'S LIEN.

SIR,—A foreign vessel arrived at a Scottish Port with cargo, and we supplied her with provisions. The greater part of the freight had been advanced. The vessel, while on the slip for repairs, was arrested by a party from England for debt, the Owner having failed. The Shipbuilder now claims a lien on the vessel for repairs. Have we a preferable claim for provisions before the arrestors in England?

Jan. 18, 1876. INQUIRERS.

NECESSARIES.

["Where a person furnishes goods or does work for the absolute necessities of a ship, he is entitled to retain possession of her until he obtain adequate security."—("The Aberdeen Marine Insurance Company *v.* Inglis," Sheriff Court, Fife, *Shipping and Mercantile Gazette*, May 2, 1850.) Salvors would have a prior claim to the Shipwright for their lien, but not the suppliers of necessaries.—(The Gustaf, Admiralty Court, May 27, 1862.) If the Shipwright parts with the vessel, his lien goes with her; but he may retain her for debt due for repairs executed by him.—(See letters in *Maritime Notes and Queries*, Vol. II., pages 12 and 159, as to Repairs and Mortgagees.)]

REPAIRS AND NECESSARIES.

SIR,—The Captain of a vessel, on coming to this Port for repairs, obtained provisions for himself and family under the representation that he was the Owner, whilst, at the same time, he had no interest whatever in the vessel. What steps should be taken to recover the amount due? J. F.

Milford, Oct. 18, 1877.

[If the goods were obtained under false pretences, and the Shipwright has parted with his lien, the Master may be proceeded against, either civilly, to recover the moneys due, or criminally, for fraud. The *Mercantile Navy List* contains the name and address of the Managing Owners of all British vessels, and all Material Men, for their own protection, ought to have a copy for reference.]

SHIPWRIGHT'S LIEN.

SIR,—With reference to your answer to "Inquirer," in your issue of 19th of January, concerning "Necessaries and Shipwright's Lien," in the event of arresters pleading that we should not have supplied provisions after the vessel was arrested (a small quantity having been supplied after), we knew the vessel was arrested. Can we hold the Captain personally liable, he having certified our account as correct, and he claiming on the proceeds of sale for a considerable amount of wages? INQUIRERS.

Jan. 21, 1876.

[Necessaries supplied to a foreign ship at a Port in the United Kingdom entitle the party supplying them to sue in a Court of Admiralty.—(The Ocean, Admiralty Court, London, April 17, 1845; the Wataga, Dec. 6, 1856; and the Comtesse de Fregeville, June 13, 1861.) If parties supply provisions to the Crew of a ship during her detention under arrest, being aware of that fact, and the proceeds of the sale of the vessel are insufficient to pay all claims, they are not entitled to any preference whatever.—(The Charles Molloy—"Reid *v.* Crozier," Supreme Court, Cape of Good Hope, *Shipping and Mercantile Gazette*, Oct. 29, 1855.) Necessaries supplied for the use of the Crew of a foreign ship in a British Port would not, in our opinion, render the Master personally liable.]

SHIPBUILDER'S LIEN.

SIR,—A ship is sent to an outport to repair, and is rebuilt and reclassed, under the inspection of Lloyd's Surveyor, at a cost of about 1,400*l.*, out of which about 400*l.* have been received on account, and the Owners, by their solicitor, refuse to pay another fraction until the vessel is afloat. Can we, as the Builders, hold to the vessel and keep her on the slipway until payment is made, or the balance agreed upon to be due to us be deposited to our satisfaction?

Brightlingsea, May 16, 1876. ROOTS & DIAPER.

[A Shipbuilder has a lien at common law on a vessel for the moneys due to him for the repairs of a ship, but he is bound to give delivery if there is a contract to pay on delivery. If, however, the agreement stipulates that the vessel is to be repaired for a fixed sum, without other or special conditions, the Builder should not part with possession. While the ship is in his possession, his lien holds good—("Franklin *v.* Hosier")—but he has no claim for rent during the period of adverse detention under his lien.—("The British Empire Shipping Company *v.* Soames.") The keeping of the ship on the slip, or launching her, and then retaining possession until the last instalment is paid, must depend upon the terms of the contract.—(See pages 89 and 74, *Maritime Notes and Queries*, Vol. II.)]

PILOTAGE.

STORES SUPPLIED ON CREDIT.

SIR,—About 20 months ago an Italian Captain and Owner of an Italian barque discharged a cargo at Glasgow. A Shipchandler and Provision Merchant offered to the Captain to store the ship and supply goods for speculation, accepting in payment six months' bills, signed by the Captain only, the same to be renewed on maturity for a year. The vessel returned to Liverpool after 15 months only, consequently fresh bills had to be granted. Meantime the Provision Merchant wrote to the Captain that he was ready and willing to forward him, to Liverpool, another supply of stores and goods on the same terms as last voyage, and to take a short bill for a small balance due on the last voyage accounts. Meanwhile the Captain and Owner went to Italy to settle there a debt which was registered on the ship's papers, after which he became sole Owner. During the time he was abroad the vessel was loading in Cardiff, and after being so loaded, owing to wrong and bad information received, the Shipchandler in question arrested the vessel without forwarding the bills for signature due on the last supply, and without awaiting the time of maturity of the bill due from last voyage, as mentioned above. The Provision Merchant now asks for cash payment or approved bills, neither of which, for the moment, the Captain is able to grant. 1. Is a letter sufficient to make a party stand to their written offer? 2. Is the Provision Merchant justified in arresting a vessel owing to false reports, and is he not obliged to release the vessel after the Captain produces documents proving him sole Owner of the ship in question? 3. Can the Shipchandler be held responsible for losses and damages which may arise through a 50 days' detention to a vessel ready for sea? 4. Has the Owner of the vessel a right to arrest property belonging to the Provision Merchant, in order to protect himself in case a heavy lawsuit should arise in consequence of the arrestment of his vessel, which is of 830 tons burthen and comparatively new? 5. Is the Captain obliged to pay cash under these circumstances, although credit was offered, otherwise the goods would not have been taken at all? SUBSCRIBERS.

Glasgow, June 9, 1876.

[1. A letter would be evidence of contract. 2. If the Provision Merchant agreed to accept bills at six months, and at the end of that period to renew them for a year, the arrest of the ship on false information, before that period had run out, would render the Provision Merchant liable for all damages incurred by the wrongful arrest of the vessel. 3. The fact of the Master having become sole Owner of the ship would not alter the legal bearings of the case. 4. The Owner of the vessel could not arrest the property of the Merchant under the circumstances stated. 5. Under an agreement to accept bills, the Master would not be compelled to pay in cash. The Admiralty Court exercises jurisdiction in the matter of necessaries supplied to foreign ships within the United Kingdom.]

PILOTAGE.

COLLISION AND PILOTAGE IN THE THAMES.

The Court of Appeal having given judgment upon the collision in the Thames between the *Brenda* (s), of 772 tons and 120-horse power, and the *City of Cambridge*

(s), of 2,329 tons and 200-horse power, a short outline of the leading facts brought out in evidence will serve to show the difficulties that beset the Navigators of large steamships on a dark night, in a comparatively narrow tidal stream, when reliance has to be placed on making out lights and not hulls. The *Brenda* was bound down the river, on her passage to Bordeaux, with passengers and cargo, on the 5th of November 1875, and after rounding Blackwall Point, proceeded along Bugsby's Reach, about thirty yards to the southward of mid-channel, on the first of the ebb tide, going through the water at about three knots per hour, when the masthead and side lights of a steamtug, and the masthead light of the *City of Cambridge*, were discerned. The helm of the *Brenda* was ported in accordance with the Rule of the Road in such a case as she had the other vessels on her port bow, and porting was the correct manœuvre under the circumstances; but she did not answer her helm, probably from the slow speed at which she was steaming. She went on ahead, however, under a port helm, and the stem of the *City of Cambridge* struck her on the bow before the fore-rigging. The latter vessel was coming up the river under her own steam, and in tow of a tug, a little to the northward of mid-channel, and it was said, at the rate of two knots per hour, when the masthead and red lights of the *Brenda* became visible from a point to a point and a half on the starboard bow, whereupon her helm was ported, and the Master of the tug was directed to help in taking the ship's head off to starboard. Reversing the engines had no effect, for the ships had got too close to each other to render immediate action available for averting contact. The *Brenda* was cut down and sunk, and the *City of Cambridge*, the heavier vessel of the two, received but trifling damage. There were allegations on both sides of an inefficient look-out, and of not stopping and porting in time. For the *City of Cambridge* it was pleaded that the *Finella* intervened between her and the *Brenda*, which prevented the lights of the latter being seen. The *Finella* came up the river inside the derrick coal vessel, and then steered out more towards mid-channel, and the *Brenda* passed her port side to port side. In the Admiralty Court Sir R. J. PHILLIMORE held that those on board the *City of Cambridge* should have seen the masthead light of the *Brenda* in time to have ported earlier, and pronounced her to blame. To account for the position of the wreck of the *Brenda* lying, by the chart produced in Court, more to the north shore than in mid-channel, the learned Judge said she went down head foremost, and that her stern remained well out of the water, and therefore there could be no doubt that she drifted over to the north. The Court of Appeal reversed the judgment of the Admiralty Court, and pronounced the collision as inevitable. The Lord Chief Justice, Lord Justice JAMES, and Lord Justice BAGGALLAY gave their reasons why the judgment of the Court below failed, and were unanimous in their views. It might have been possible for the lights of the *City of Cambridge* to have been seen sooner than those of the *Brenda*, said their Lordships, for there was no proof of a bad look-out on either side, or of deficient lights. As regards the shifting of the wreck, that was deemed wholly inconsistent with the evidence, and the theory was rejected as untenable. It was made clear that the *Finella* interposed to shut out for some seconds, and until she moved out of the line of vision, the lights of the approaching steamers. As to which saw the lights of the other first, that was a mere question of position, and not necessarily of look-out. In holding the *City of Cambridge* to blame, Sir R. J. PHILLIMORE not only condemned her in costs on the higher scale, but, as the servants of the Owners were presumed to have contributed to the accident in not giving timely warning to the Pilot of the approach of the *Brenda*, the plea of compulsory Pilotage, said the learned Judge, could not be sustained. If the Admiralty Court had held the *City of Cambridge* to blame for the collision without contributory neglect on the part of the Crew, the plea of compulsory Pilotage would have been sufficient, said the Court, "to prevent any "liability on the part of the Owners." The *City of Cambridge* is registered at the Port of Glasgow, and was bound inwards from the south of Brest. She was not in the course of being navigated in the Port to which she belonged, and was, therefore, in compulsory Pilotage waters. Had the *Brenda* been held blamable for the collision, her Owners could also, under the Merchant Shipping Act, 1854, have pleaded non-liability for the error of the Pilot. Bordeaux is to the southward of Brest, and, therefore, beyond the Trinity House limit of exemption from compulsory Pilotage. The Pilotage laws are full of anomalies, as we have had frequent occasion to point out. The last Order in Council still further embarrasses those who have to be guided by those laws. Section 379 of the Merchant Shipping Act, 1854, with reference to the London Trinity House outport districts, enacts that "ships trading to Boulogne, or "to any place in Europe north of Boulogne," when not carrying passengers, shall be exempted from compulsory Pilotage. The Judicial Committee of the Privy Council have decided that ships carrying passengers from a London or Trinity House district, and trading to Ports in Europe north of Boulogne, are free from compulsory Pilotage whether they carry passengers or not; for as such ships were exempt previous to the passing of the Act of 1854, they are still exempt under Section 353, which declares that all exemptions from compulsory Pilotage then existing shall continue in force, and where there is a conflict in the law this clause must prevail. The Order in Council of 1871 extends the exemption on ships trading to or from Ports between Boulogne and Brest and the Channel Islands—"when not carrying "passengers." Pilotage authorities may obtain permission to exempt any classes of vessels from compulsory Pilotage, but not to extend it. The Order in Council therefore, so far as compulsory Pilotage is concerned as regards vessels trading to or from the Ports between Boulogne and Brest, must be construed literally; and, interpreted in that manner, vessels carrying passengers beyond Boulogne, or to the Ports along the French coast up to Brest, would not be free from compulsory Pilotage, and this would result from the old Pilotage Act not having exempted such ships. This anomaly may some day engage the attention of a Court of Law.—*December* 13, 1876.

PILOTAGE ON TRIAL TRIPS

The 388th Clause of the Merchant Shipping Act, 1854, which enacts that no Owner or Master of any

ship shall be answerable to any person whatever for loss or damage occasioned by the fault or incapacity of any qualified Pilot acting in charge thereof, within a district where the employment of such Pilot is compulsory by law, received so much critical examination in the case of the *Colina* (s), that it deserves to be brought prominently forward for consideration by Shipbuilders and Shipowners. The facts of the case, as elicited in Court, were as follows:—In February 1873, a dredger belonging to the Trustees of the Clyde Navigation was lying moored on the south side of the fairway in the Clyde, when the *Colina* struck her, and from the damage done she sank. The *Colina* was a new steamer, built by Messrs. BARCLAY, CURLE, and Co., and at the time the collision occurred was on a trial trip down the river, in charge of a licensed Pilot. She is 300 feet in length, and, in order to guide her in the bends of the river when necessary, two tugs were in attendance upon her—one ahead and the other astern; but, notwithstanding these precautions, the dredger was fouled and cut down. The Clyde Trustees sued the Builders of the ship in the Court of Session, Edinburgh, and the Lord Ordinary found that the collision was exclusively caused by the Pilot, and that there was no insufficiency in the *Colina*, or fault on the part of her Crew, which contributed to it. In the Clyde Consolidation Act, 1858, Pilotage is compulsory on all vessels exceeding sixty tons burthen, and the Pilots are made liable for any wilful or culpable neglect or mismanagement, while the Pilot Board is relieved from all responsibility. It would thus appear to be the thing for the Owner of a ship to claim to be exonerated from the unskilfulness of a Pilot, whom he had to engage by compulsion of law. Other points, however, were involved, and the cause went before the full Court on appeal. It was pleaded that the *Colina* was not supplied with a Captain or Sailing Master, nor with a sufficient number of Able-bodied Seamen for the safe navigation of the ship, in accordance with the Clyde Bye-laws. On this question the Lord Justice Clerk, in delivering judgment, said:—"The vessel was still the property of the "defendant Builders, and the commissions for the "Officers were all provisionally made out, but they "would not enter upon their duties until those for "whom the vessel was built took it off the hands of "the Builders; therefore the vessel was officered and "manned by parties who had no regular appoint-"ment, but who were there for the purpose of the "trial trip only." This disposed of the plea that the Crew were incompetent; but, bearing in mind that several hundred steamers are furnished with temporary Crews for trial trips every year, it would seem that a strong objection might be taken to inefficient hands. Their Lordships, however, held that the steamer was quite sufficiently manned for the purposes of navigation, and that the Pilot's orders were immediately and promptly obeyed. The Pilot, said the Court, was the only person entitled to direct the navigation; that he did so direct it; and that it was owing to his mistake, and his alone, that the collision took place; and the judgment of the Lord Ordinary was confirmed. The Clyde Trustees carried the case to the House of Lords, and their Lordships entirely agreed with the judgment of the Court of Session, and dismissed the appeal with costs. Lords SELBORNE, CHELMSFORD, and HATHERLEY were unanimous in their opinions. Lord SELBORNE, in regard to the exemption from liability through having a Pilot on board in compulsory Pilotage waters, said:—"The defender, if he has simply proved what he "was obliged to prove to exonerate himself, and "proved nothing more, is not obliged to travel into "the indefinite region of negatives, or to anticipate "by denial that for which no foundation is laid, to "call upon him to deal with it." The steamer, it was held, had a sufficient number of skilled persons on board to prevent accidents and to navigate her properly on a trial trip. All that is required on such an occasion is, said their Lordships, that substantially something should be done by putting on board a sufficient number of men capable of navigating the vessel and obeying orders, and a sufficient number of intelligent persons who would be capable of acting as in the nature of Officers. This expression of opinion as to the Crews of steamers when the Builders have not given up possession, and the vessels are on trial trips and in charge of licensed Pilots, has more real significance than would at first sight be conceived. These vessels are very frequently insured by the Builders from collisions and all the dangers of river navigation, and, in some instances, from accidents to boilers and machinery. Underwriters, in these cases, are entitled to have the engines placed under the care of competent persons, and the ship herself managed by men accustomed to the duties of Seamen. Generally speaking, the Engineers and Crews of steamers when under speed tests are of a better character, so far as skill is concerned, than subsequently. It was sought to put in motion the clauses of the Merchant Shipping Acts which make it compulsory to engage a certificated Master, Mates, and Engineers, and to sign articles before a Shipping Master or on board. The *Colina* was, unquestionably, a seagoing steamer; but at the same time the casualty happened she was not employed on a seagoing voyage, but was only in course of being run along the measured mile. Section 136 of the Merchant Shipping Act, 1854, enacts that no foreign-going or Home Trade passenger ship shall go to sea from any port in the United Kingdom unless the Master and Mates are certificated. We take it for granted, in the absence of any forced construction of the Statute, that "foreign-going" means a vessel entered out and sailing for a foreign Port, and a "Home Trade passenger ship" a vessel actually engaged in plying for hire and trading within the limits of the Elbe and Brest, or in the Coasting Trade, and not a ship which is still in possession of the Builder, and not engaged in performing any mercantile transaction. Had the *Colina* been built on the banks of the Thames, or in any of the London Trinity-house Pilotage districts, the case might have been complicated by a definition of ownership and registration. Ships navigating within the limits of the Port to which they belong are exempt from compulsory Pilotage. Suppose a vessel be built and paid for, but not delivered to the Owner, and then run in the river to test her speed, to whom and to what Port does she belong? The Owner may be a foreigner, resident abroad, or the ship an ironclad built for an alien Government. Every British ship must be registered, "and no ship shall, unless regis-"tered, be recognised as a British ship," and no Officer of Customs shall grant a clearance. (Section 19,

PILOTAGE.

Merchant Act, 1854.) Registration is not compulsory, but an unregistered ship is not to be deemed a British ship. If a ship is not British until she is registered the question is—can she be navigating in a Trinity House Port, and recognised as belonging thereto? The Builder of an ironclad may have her registered in his own name, and then she is, *pro tem.*, a British ship; and if navigating within the Port at which she is registered she is free from the compulsion of law to take a Pilot, and, consequently, her registered Owner could not successfully plead, in the event of a collision, that he had a Pilot on board in pursuance of the Act. A great many questions arise when the law of compulsory Pilotage is reviewed in connection with trial trips. For instance, if a steamer is run along the measured mile from the Mouse Light, or to the Nore, does she go to sea within the meaning of the Statute? If the Owner invites a few friends on such an occasion, is the vessel a passenger steamer? The House of Lords have finally disposed of a few material issues. Where it is sought to enforce the letter and not the spirit of an Act of Parliament, the Courts are bound to let in a ray of common sense.

TRINITY HOUSE PILOTS.

SIR,—Is a man who has obtained a deep-sea licence only from the London Trinity House authorised to offer his services as a Trinity London Pilot without stating that he is a deep-sea Pilot only? If a Captain is deceived, and gives him charge of his ship to Gravesend, is that a violation of the Pilot law; and, if discovered, what would be the consequence, and who is the culpable party—the Captain or the Pilot?—Yours, &c., A SHIPMASTER.

Antwerp, Aug. 4, 1876.

[Under Section 5 of the Pilotage Law Amendment Act, 1853 (the 16th and 17th Vic., c. 129), all Pilots licensed by the Trinity House before that Act came into operation "are empowered to pilot any vessels upon the Rivers Thames and Medway, or from London Bridge to the Downs, or from the Isle of Wight to London, and also the like vessels from or by Dungeness up the Thames or Medway, from the South Buoy of the Brake, to the westward, to the end of the Owers." If, therefore, the deep-sea Pilot held such a licence, he would be at liberty to pilot vessels within the limits mentioned. Pilot boats are bound to display the regular pilot flags—(Sections 846, 847, 848, Merchant Shipping Act, 1854)—and Masters of vessels are bound to display the signals prescribed by the Act of 1874.—(See Supplement to *Maritime Notes and Queries*, Vol. I.) If the person offering himself as a Pilot, either in a pilot boat or any other boat, does not exhibit a flag, he incurs a penalty in the former case of 20*l.*, and in the latter not exceeding 50*l.* A qualified Pilot is provided with a licence, and he is bound to produce the same "to every person by whom he is employed, or to whom he tenders his services as Pilot"—(Section 851). It was therefore the Master's duty to inspect the licence on its production, and if the Pilot refused to produce it, he (the Pilot), if licensed, would be liable to a penalty not exceeding 10*l.* An unqualified Pilot may, within any compulsory pilotage district, without subjecting himself or his employer to a penalty, take charge of a ship when no qualified Pilot has offered to do so—(Section 362); but an unqualified Pilot—namely, "any person not belonging to a ship who has the conduct thereof," and not holding a licence granted by a pilotage authority—(Section 2, Act of 1854)—may be superseded by a duly licensed Pilot of the district. If, therefore, a deep-sea Pilot was not licensed to pilot vessels between London Bridge and Gravesend, he would not be a qualified Pilot, but he might be employed if a licensed Pilot did not offer his services.]

CHANNEL PILOTS.

SIR,—1st. Have the Trinity House Pilots of Hull power to supersede a Pilot licensed by the Tyne Pilotage Commissioners, at Hull or Grimsby, who does not take charge of the ship until she is clear of the local Pilot? 2nd. In the case of an unlicensed Pilot, have the Trinity House of Hull Pilots power to supersede or punish a person who acts as Pilot outside of the local district, licensed or unlicensed from any other Port, who may come to Hull or Grimsby for the purpose of piloting ships to the Downs or Channel? 3rd. By the Merchant Shipping Act, 1872, special licences are issued to Pilots to act outside the limits of any Pilotage Authority. The Tyne Pilotage Commissioners issued those licences on the 24th March, 1874. Are those licences of the above date *bonâ fide*, or of any real utility to the holders of them?—Yours, &c., PILOT

Newcastle, Oct. 19, 1876.

[1st. The Tyne Pilotage Authorities could not license Pilots for the Humber, and therefore Tyne Pilots could be superseded within the district of Hull or Grimsby. If a Tyne Channel Pilot is ordered to take a vessel, his duty would commence when beyond the Humber jurisdiction, and he could not be superseded by a Pilot licensed for the Channel by the Hull Authorities unless the Hull pilot was employed by the Owners of the ship. 2nd. Channel Pilotage is free, and no licensed Pilot can supersede an unlicensed Pilot outside of local districts. 3rd. The Tyne Pilotage certificates, whether renewed or not, would be evidence of qualification and nothing more.—(See page 59 and 148, *Maritime Notes and Queries*, Vol. II., as to the law.)]

CHANNEL AND LOCAL PILOTS.

SIR,—The Local Pilot Board here issue licences from Newark Castle, Port Glasgow, to the Cumbrae Heads, the Pilotage being noncompulsory. The Pilots holding these licences extending to the Cumbrae Heads are in the constant habit of taking vessels down St. George's Channel and up the English &c.—in fact, going anywhere unless prevented by local limits. Within the last year a few of the Pilots who hold the licence to Cumbrae Head have obtained licences from the Trinity House at Liverpool for St. George's, English, and North Channels, and they assert that the other Pilots who do not hold this Trinity licence have no right to continue in charge of a vessel after passing the Cumbrae Heads, and that they are liable to prosecution for doing so. The following clause, taken from the article on "Pilotage" in *Maritime Notes and Queries*, Vol. I., page 197, appears to say that the Trinity Pilots have no such rights as those mentioned above:—"The district Pilotage limits remain as they were before, and outside those limits the specially licensed Channel Pilot cannot lawfully supplant an unlicensed Pilot." Numerous cases have arisen which have caused much trouble, and the following case happened a few days ago:—A Pilot who held the licence to Cumbrae Heads was engaged to take a large steamer round to London, and a Pilot who held the Trinity licence went on board and informed those in charge that the man who was engaged was not a properly qualified Pilot, he not having a Trinity licence. In consequence of this, the other Pilot's engagement was cancelled, and the steamer proceeded without any Pilot. Has the local Pilot any remedy against the Trinity Pilot for this? Some of the local Pilots have Masters' certificates, and hold that when outside local limits they take charge through them, and therefore the Trinity-licensed man cannot interfere with them. ROBERT H. BELL, Pilot.

Greenock, May 18, 1876.

[A licensed Channel Pilot cannot supersede an unlicensed Pilot. A local Pilot may supersede an unlicensed Pilot within the district; and if a local Pilot is also a Channel Pilot, the Master of a ship may employ an unlicensed Channel Pilot when beyond the local district.—(See pages 59 and 148, *Maritime Notes and Queries*, Vol. II.)]

PILOTAGE.

THAMES DISTRICT.

SIR,—A steam vessel, with part of a general cargo on board (no passengers), bound for the Mediterranean, and putting into Cardiff on her way, does damage to a barge in the Thames while a Pilot is in charge. Is Pilotage in this case compulsory? The Owner of the steamer insists that it is compulsory. INQUIRER.

London, Jan. 13, 1876.

[If the ship was being navigated within the Port of London, and she was registered in London, Pilotage would not be compulsory. Had she been in ballast, the Order in Council of July 25, 1861, exempting vessels navigating in ballast from any Port in the United Kingdom to any other Port in the United Kingdom, within the Trinity House districts, would have applied. If, therefore, the vessel had a part of her cargo on board, and was not navigating at the time of the collision within the limits of the Port to which she belonged, Pilotage would be compulsory, and the Owner of the steamer would not be liable for the damage done.]

GRAVESEND TO THE POOL.

SIR,—Is a foreign steamer from a German Port, say Hamburg or Bremen, carrying passengers and cargo, compelled to take a Pilot from Gravesend to the Pool? If so, who is responsible for the consequences of the Pilot's acts or orders? In other words, can a foreign steamer in charge of a compulsory Pilot do damage to any extent, without being responsible for the consequences, by merely shifting their responsibility on the Pilot?—Yours, &c.,

London, Nov. 30, 1876. ONE INTERESTED.

[Pilotage from Gravesend to the Pool is not compulsory on a foreign steamer carrying passengers from London to German Ports, or *vice versa*. The Owner of a wrongdoing ship therefore could not claim nonliability for the acts of a Pilot under Section 888 of the Merchant Shipping Act, 1854.]

LONDON DISTRICT AND NORTH SEA PILOTAGE.

SIR,—In the course of last month I engaged a Seaman in London as Second Mate on board my vessel, for the run from London to the Tyne, and had him duly enrolled on my Crew list by my Consul. I engaged a Pilot from the Commercial Dock to Gravesend, but I refused the proffered services of a Pilot from Gravesend to the Sunk. On my arrival in the Tyne I received an attorney's letter from Gravesend threatening me with legal proceedings unless I at once remitted the sum of 7*l.* 8*s.* being the amount of Pilotage from Gravesend to the Sunk, claimed by the Pilot whose services I refused. Is it compulsory to engage a Pilot from Gravesend to the Sunk? Am I not allowed to engage an English Seaman as Second Mate to assist in navigating my vessel from London to the Tyne?

FOREIGN SHIPMASTER.

[If the Second Mate was engaged to serve in that capacity, and duly entered on the articles as one of the ship's Crew, the Pilotage could not be recovered; but if the Mate was taken on board as a Pilot and not as one of the ship's company, the claim would have to be paid.]

LIVERPOOL PILOTAGE.

SIR,—I am sorry to read your remarks on a letter from "A Norwegian Captain," on the above subject, which appears in your impression of the 1st inst., as I fear they will lead Shipmasters astray and increase the number of penalties for running past the pilot boats. The rates of Pilotage at Liverpool are well known. There has been no variation in them for the past half century. The maximum rate applies to any vessel boarded west of the Ormes Head. For the convenience of Shipmasters the pilot boats cruise considerably west of the Ormes Head. The outer station is defined in Bye-law 133 of the Mersey Docks and Harbour Board. It runs as follows:—

"The first boat shall cruise off Point Lynas, or to the northward and eastward of it, as wind and weather may permit or circumstances may require; but not further to the westward than the Middle Mouse, or eastward than Priestholm Island, bearing S.S.W. by compass."

Please note that the Middle Mouse is 21 miles west of the Ormes Head. Now, as to a Shipmaster's duty to show a signal for a Pilot on approaching Point Lynas, Section 129 of the Mersey Docks Act, 1858, reads as follows, viz:—

"The Master of every inward-bound vessel liable to pay Pilotage rates shall, on coming within the Pilot Stations as fixed by the Bye-laws made under the authority of this Act, display and keep flying the usual signal for a Pilot to come on board; and if any such Master shall omit so to do, he shall be liable to a penalty on every such omission of not exceeding 5*l.*; and if any pilot shall come within a reasonable distance of any such vessel, the Master thereof shall render all necessary assistance (so far as may be consistent with the safety of such vessel) to enable such Pilot to come on board."

"A Norwegian Captain," by his own showing, broke this section of the law, and was fined one guinea instead of 5*l.* We must now refer to Section 130 of the same Act, which is as follows, viz.:—

"In case the Master of any inward-bound vessel other than a coasting vessel in ballast, or under the burthen of 100 tons, shall refuse to take on board or to employ a Pilot, such Pilot having offered his services for that purpose, such Master shall pay to such Pilot, or if more than one, then to the first of such Pilots who shall have offered his services, the full Pilotage rates which would have been payable to him if he had actually piloted such vessel into the Port of Liverpool."

Under this section "A Norwegian Captain" was made to pay, and I think justly, Pilotage to the first Pilot who offered his services. Some people have endeavoured to show that this section secures the Pilotage to the first Pilot who offered his services, and therefore that no Pilotage can be claimed by a Pilot subsequently taken on board and actually performing the service. However absurd such a position may seem, it has been thoroughly disposed of by Section 7 of the Mersey Docks Act, 1864, which reads as follows, viz.:—

"Notwithstanding the Mersey Docks Acts Consolidation Act, 1858, and particularly Section 130 thereof, and without prejudice to the exemption by such section conferred upon inward-bound coasting vessels in ballast, or under the burthen of 100 tons, Section 353 of the Merchant Shipping Act, 1854, shall be and continue in force with respect to the Liverpool Pilotage district as fully and effectually as if the first-mentioned Act had not been passed."

I need hardly add that if "A Norwegian Captain" had been dealt with under Section 353 of the "Merchant Shipping Act, 1854," he would have been made to pay double the amount of Pilotage to the first Pilot whose services he refused, and would have been liable to a like penalty for every time he might have chosen to repeat the offence while passing through the other pilot-boat stations.—Yours, &c.,

Liverpool, Dec. 4, 1876. SPECIAL CORRESPONDENT.

[The Mersey Docks Act conflicts with the general law of Pilotage. Section 353 of the Merchant Shipping Act, 1854, enacts that, subject to any alteration to be made by any Pilotage Authority in pursuance of the power hereinbefore in that behalf given, the employment of Pilots shall continue to be compulsory in all districts in which the same was by law compulsory immediately before the time when that Act came into force, and all extensions then existing within such districts shall also continue in force. Previous to 1858 Pilotage was not compulsory beyond the Great Ormes Head, and is not so now. Under the 332nd Section of the Merchant Shipping Act, 1854, a Pilotage Authority, even with the consent of her Majesty in Council, has no authority to make a new penal obligation to employ a licensed Pilot, but only to create or extend an exemption from compulsory Pilotage, with or without condition. In "Reg. *v.* Stanton," the Court of Queen's Bench held that all exemptions existing prior to 1854 were continued; and Lord Kingsdown, in delivering the judgment of the Judicial Committee of the Privy Council in the case of the Earl of Auckland (*s*), said that

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their Lordships approved and adopted the same construction of the three Sections—353, 376, and 379—of the Merchant Shipping Act, 1854, as the Court of Queen's Bench did in "Reg. v. Stanton"; and as the question turned entirely upon such construction, the sentence of the Admiralty Court must be affirmed, with costs."]

LIVERPOOL PILOTAGE.

SIR,—Having read the correspondence which has appeared in your Paper on the above subject, and the remarks in your impression of the 7th inst. in answer to a special Correspondent, wherein you state that, previous to 1858, Pilotage westward of Great Ormes Head was not compulsory, I beg to state that, having been in the Pilot Service from 1817 to 1869—a period of 52 years—and 40 years of that time a Master Pilot, Pilotage has always been considered compulsory from Middle Mouse, the western limit of the Outer Station, which is considerably westward of Great Ormes Head, and numerous instances can be adduced where penalties have been inflicted for an infraction of this law. I would also remark that the members of the Pilotage Committee being Shipowners, and elected by vote of the Dock ratepayers, and having no personal interest in the matter, would not be likely to enforce the compulsory payment of Pilotage unless they had legal power to do so. It would be difficult to suppose that these gentlemen would have any leaning towards the Pilots, who have no voice nor the least power in their election.—Yours, &c.,

A RETIRED MASTER PILOT.

Liverpool, Dec. 18, 1876.

["A Retired Master Pilot" should show some legal authority for stating that Pilotage was compulsory beyond the Great Ormes Head previous to the passing of the Merchant Shipping Act. As the Court of Queen's Bench, the High Court of Admiralty, and the Judicial Committee of the Privy Council have held that, where the law conflicts, Section 353 of that Act must govern the case, we must bow to that settlement and disagree with any Magisterial decisions referred to by "A Retired Master Pilot." The last case decided in this sense was the Moselle (s) (Admiralty Court, Nov. 4, 1874).—(See *Maritime Notes and Queries*, Vol. III., page 145.)]

HOLYHEAD PILOTAGE.

SIR,—A vessel coming from Lisbon for this Port put into Holyhead, where a Pilot offered to take the vessel into the New Harbour, which offer the Master refused, as he could perform the service himself. Is he compelled to take a Pilot for the Holyhead Harbour (of course he is aware that he must take a Pilot for Amlwch, which he has paid), and pay 21*s.* or going and 21*s.* out? CHARLES WROE.

Amlwch, Feb. 26, 1876.

[Pilotage inwards and outwards at Holyhead is compulsory on vessels from foreign Ports. The Pilotage charge on vessels from 100 to 200 tons, both inwards and outwards, is one guinea.]

HOLYHEAD PILOTAGE.

SIR,—A vessel approached Holyhead Harbour signalling for a Pilot in a heavy gale of wind, and the vessel was boarded at great risk by the Pilot and brought to a safe anchorage in the Harbour (a verbal agreement having been previously made between the Captain and Pilot that the inward and outward Pilotage should be paid). The weather turning favourable the ship proceeded to sea without a Pilot. Is the Captain not responsible for inward and outward Pilotage in respect of the verbal agreement made?—Yours, &c.,

ROBERT PETERS, Trinity Pilot.

Holyhead, Jan. 2, 1877.

[The vessel having put into the haven for shelter, the Pilotage would not be compulsory either inwards or outwards, and the Pilot who took advantage of the circumstances to extract a promise to pay Pilotage inwards and outwards would not be entitled to claim the outward Pilotage under the Statute. In a proceeding to recover double Pilotage, he would have to establish the hiring under a verbal agreement.]

HOLYHEAD AND PASSING PILOTAGE.

SIR,—Being bound to Amlwch from Lisbon, I put into Holyhead windbound without engaging a Pilot. On leaving Holyhead a Pilot who came on board stated that he had the compulsory power to pilot my vessel to Amlwch, to which I made no objection, and paid him his demand, 3*l.* 3*s.* On the 24th inst. I received a letter from the said Pilot demanding a further sum of 2*l.* 2*s.* for Pilotage in and out of Holyhead, which I objected to pay. Has he a claim against me for the amount?—Yours, &c., A SHIPMASTER.

Amlwch, Nov. 28, 1876.

[The fee of 2*l.* 2*s.* for Pilotage in and out of Holyhead cannot be recovered, as the Master was not compelled to employ a Pilot; besides which, a Trinity Pilot, of Holyhead, took the vessel out of that harbour, and charged the Pilotage to Amlwch. The law is explained in letters headed "Amlwch and Holyhead Pilotage," at page 19, and "Dues and Falmouth Pilotage," at page 157, *Maritime Notes and Queries*, Vol. I.]

BRISTOL CHANNEL PILOTAGE.

SIR,—Is Pilotage compulsory from Kingroad to Penarth? A ship was bound from Bristol to Cardiff to load, and the Bristol Pilot refused to leave the ship at Kingroad after being told his services were no longer required.

Sunderland, April 15, 1876. A SHIPMASTER.

[Section 81 of the Bristol Channel Pilotage Act, 1861, enacts that "it shall not be obligatory on the Master of any vessel bound to or from any of the Ports of Cardiff, Newport, or Gloucester, other than a ship carrying passengers, to employ a Pilot so long as such vessel shall be navigated by the Master or any Officer thereof"; and by Section 82, if a licensed Pilot of one Port is in charge he may be superseded by that of another. We are of opinion, therefore, that the Bristol Channel Pilotage Act, being the latest Statute, virtually repealed the Bristol Pilotage Act so far as related to the Pilotage from Kingroad to Penarth.]

KINGROAD (BRISTOL) PILOTAGE.

SIR,—The Bristol Channel Pilotage Act (1861) states that the limit of the Cardiff Pilotage is the Port of Cardiff up to and including Kingroad. How far does Kingroad extend? The Act of George III. gives the Bristol Pilots certain remuneration for Pilotage between Bridgwater, Cardiff, The Holms, Newport, and Kingroad. Suppose a vessel, leaving Bristol for Cardiff or Newport, discharges her Pilot at Kingroad in order to take a Newport or Cardiff Pilot, where would the district of the former end and the latter commence?

Bristol, May 13, 1876. INQUIRER.

[Kingroad extends to Portishead, but the anchorage is off Dumball Island. When a vessel is clear of the Avon she enters Kingroad, and where she then brings up the Bristol Pilotage would end. If she does anchor, the Bristol Pilot should take her to the anchorage ground, where the Newport or Cardiff Pilot should take charge.]

ISLE OF WIGHT PILOTS.

SIR,—1st. What draught of water is a second-class Pilot in the Isle of Wight district licensed to? 2nd. Can a first-class Pilot supersede him above such draught within the district? 3rd. What redress has a first-class Pilot from the second when he proceeds with the ship? 4th. Is a first-class

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Pilot justified in shipping a second-class Pilot in a first-class ship?—Yours, &c., ISLE OF WIGHT PILOT.
Dec. 9, 1876.

[1st. Second-class Pilots are licensed to a draught not exceeding 17 feet. 2nd. A first-class Pilot can supersede a second-class Pilot in vessels over 17 feet draught. 3rd. If a second-class Pilot, when a first-class Pilot is to be had, proceeds in a vessel for which he is unlicensed, an appeal should be made to the Sub-Commissioners. 4th. A first-class Pilot is not justified in shipping a second-class Pilot for a first-class ship unless there are no first-class Pilots available.]

MARYPORT AND SILLOTH PILOTAGE.

SIR,—I arrived with my vessel (bound to Silloth Dock) on the Maryport Pilotage ground on the 15th inst. The Pilotage being compulsory, I, as instructed by my coasting Pilot, hoisted my flag at the foremast as usual. The wind was rather fresh, and I prepared to heave to, so as to take the Pilot on board. He came alongside, and told me he would not come on board, but would go ahead and lead the ship to the anchorage in Silloth roadstead. I, thinking it customary, made no objection, and followed his orders, and when we got to anchor in Silloth Bay he came on board, and subsequently docked the vessel. After this he presented me with two accounts, one for the usual pilotage at 4*s.* per foot (which is already dear enough), and the other for 6*d.* for leading the ship up. Am I bound to pay such charges?—Yours, &c.,
B. ARECCO,
Master of the Italian barque Fratelli Arecco.
Silloth, March 20, 1877.

[The Pilotage from the anchorage ground off Maryport to Silloth is 14*s.* 9*d.* for vessels of eight feet draught and under, and above eight feet 1*s.* 9*d.* per foot. Leading a ship is piloting her, although it might be a question as to whether a Pilot should not have been put on board and given charge of the vessel.]

PADSTOW PILOTAGE.

SIR,—Is Padstow (Cornwall) a compulsory Pilotage Port or not? SHIPOWNER.
Llanelly, Feb. 8, 1876.

[Padstow is an Outport Trinity House district, in which Pilotage is compulsory within the limits between the Mouls, eastward of Pentyre Point, and the Quays westward of Trevose Head.]

PORTLAND ROADS.

SIR,—Is it compulsory to take a Pilot into Portland Roads? W. V.
London, Jan. 9, 1876.

[Pilotage in the Weymouth district is compulsory, and the limits extend from St. Alban's Head to Lyme, and to and from and into and out of all Ports and places within those limits. Portland Roads being within the boundary, Pilotage would be compulsory.]

CROOKHAVEN PILOTS.

SIR,—A Crookhaven Cork Pilot was detained a day and night at Queenstown to assign reasons why he did not bring a ship he was Pilot of inside the limits of Cork Harbour, though the Captain of the ship gave him directions not to take her within the limits during his absence at Queenstown for orders. This Pilot, besides being detained, was threatened to have the Harbour Dues stopped out of his Pilotage, and I have heard they were actually stopped from other Pilots for a similar offence, namely, in obeying a Captain's orders in keeping his ship outside the limits. What is the Pilot to do? Is he to obey the Captain or those in authority over him ashore?—Yours, &c., PRO BONO PUBLICO.
Crookhaven, Sept. 18, 1876.

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[If there is a compulsory Pilotage law which directs a Pilot to take ships within the limits of Cork Harbour when they call off the Port, whether the Master desires to enter or otherwise, the Pilot would not be justified in breaking the law at the request of the Master.]

BALLYSHANNON PILOTAGE.

SIR,—The Port charges here are 2*s.* 6*d.* per foot inwards, 2*s.* outward, and Boatmen employed on the bar 2*s.* 6*d.*, afterwards 2*s.* each man for every tide engaged. Pilots in this Port are not licensed, and, according to the decision of the Ballyshannon Magistrates this day, any person can be employed to take a vessel over the bar. Who is the responsible party in case of accident as far as the insurance is concerned? Can I recover insurance by employing an uncertificated Pilot?—Yours, &c.,
W. KITCHIN, Schooner Anne M'Lester of Lancaster.
Ballyshannon, July 6, 1876.

[If an accident happens to a ship, the Pilot, whether licensed or unlicensed, would be liable for his negligence or want of skill; but, where pilotage is not compulsory, a Shipowner is liable for loss of life or property through the fault of the Pilot. As regards insurance, the Underwriters would be liable for all dangers and accidents of the seas and rivers, irrespective of Pilots being certificated.]

RANGOON PILOTS.

SIR,—Where would you consider a reasonable station for the above to cruise or lay to an anchor? At present the Pilots lay to an anchor about (and more frequently inside) the fairway Buoy in only 22 feet water, low water springs. Now, in such an important Port, I, as a Shipmaster of long experience, consider such station most unreasonable where the weather is very hazy, the land low, the tides very strong, and banks most numerous. Fancy a deeply-loaded vessel going to this Port, and having to proceed in 21 feet water under these circumstances before he is able to obtain a Pilot; and not only this, but he has also to lower and send his own boat to the pilot-schooner for the Pilot. Some 12 years ago, when visiting this Port, Pilots were to be had from 10 to 40 miles from China Buckeer. In those days Pilots were anxious to find ships for their own benefit, but since Government has had control the Pilots are not so much interested, and the consequence is that the Shipmaster has to find a Pilot the best way he can, with considerable risk to the safety of his ship. On leaving Rangoon my last voyage in charge of a duly authorised Government Pilot, we had proceeded about five miles down the river, when, to my astonishment, he (the Pilot) brought the ship to anchor, and informed me he was going ashore by order of the Master Attendant, and could not say whether he would return again at all. I then went ashore and saw the Master Attendant, who asked me why the Pilot had left the ship. I said by his (the Master Attendant's) orders. I could get no satisfaction from him with regard to the late Pilot's conduct, neither when nor where I would be able to obtain another. Under these circumstances I engaged a person who held a Pilot's license, but was not employed by the Government. I had formerly been acquainted with this person, and took him on board, and with his assistance got the ship safe to sea and paid him for his services. 1st. Is the money paid to the Government Pilot recoverable (and if so, how), as he left the ship before placing her in a position to proceed on her voyage without other assistance? 2nd. Whether, in case the ship had met with an accident during the time she was being piloted by the person subsequently engaged by me for that purpose, the Government would have been responsible, and obliged to make good any damage done to the ship or cargo, or both; or would the Owners of the ship have had to bear the loss?
W. CUTHWEN, Master of ship Malleny, of Liverpool.
Liverpool, Sept. 7, 1877.

[1st. The Pilot should have taken the vessel over the bar, and, not having done so, would only be entitled to the Pilotage on the five miles out of the 27 performed. If the Pilot

charged his full fee for taking the ship to sea, the over-payment could be recovered from him. 2nd. The Government of India could not be made liable for the acts of their servant; consequently any loss would have fallen on the Owners of the ship and cargo.]

SOUTH OF BOULOGNE.

SIR,—What is the rendering of the 379th clause of the Merchant Shipping Act, 1854, relating to Pilots (or if repealed), as, if I understand it rightly, "a vessel not belonging to the Port," over 60 tons register, and bound to a foreign Port not north of Boulogne (Havre, for example), or if shifting to a neighbouring Port to load for foreign, is compelled to employ a Pilot (Trinity Outport) from Port of loading to the limits? But a Broker thinks otherwise.—Yours, &c.,

April 2, 1872. LEARNER.

[In all the Trinity House Pilotage districts vessels of 60 tons and under are exempt; and all other ships, when trading from a Trinity House district to any places in Europe to the north of Brest, are also free from compulsory Pilotage. Whether vessels belong to a Port or not makes no difference, for all flags are exempt.]

CHRISTIANSAND PILOTAGE.

SIR,—On arrival at Christiansand, the Pilot came alongside and asked if I was bound in, and from whence we came. I told him we were bound to Christiansand with rags in bales from Ronineburg. He did not understand me very well, as he could speak but little English. He said "branch Pilot," pointing to the sail of his boat, which had red cloth in it. I told him to come on board, and he did so. He made signs to me as to the ship's draught of water, and I told him about 7 to 6 feet 10. We came to anchor off the pier, and went on shore to the Pilot's office, where I signed for 6 or 7 feet, with the condition that if the vessel drew any more I was to pay what might be demanded. When the water got smooth the vessel's marks, both fore and aft, could be seen. I met the Pilot Master next day in the Broker's office, and he told me I must pay Pilotage for between 7 and 8 feet. I told him I did not object, but he demanded a fine of $6 also. I said that was not right, as I did not refuse to pay on the ascertained draught of the vessel. I also said the anchor and 20 fathoms of chain were out of the vessel forward, and the bowsprit was in 6 feet, which would make a difference of some inches. He insisted, however, that I should pay the fine. Is this just to English vessels coming to Norway?—Yours, &c.,

T. M'NALLY, Master of the ketch St. Abbs.

Christiansand, Aug. 22, 1876.

[If the facts are as stated, and the Master was charged more for Pilotage than he should have been if the vessel's draught of water had been taken before she was lightened, an appeal might be made to the Pilot Master for redress. As regards draught, the immersion would vary with the density of the water inside and outside a Port.]

COASTING AND FOREIGN PILOTAGE.

SIR,—1st. A vessel from Spain discharged the esparto portion of her cargo in London, and took the mineral portion to the Tyne, paying Coastwise Dues, &c. Is she liable to compulsory Pilotage? 2nd. If treated as a "coaster" by the Custom-house authorities, should she not be also by the Trinity Board? We have applied at the Trinity-house on the subject, but were told it was a question for legal opinion. —Yours, &c., ABOLITIONISTS.

London, Aug. 30, 1876.

[1st. The vessel came to the Port of London from a place south of Brest, and, therefore, the Pilotage would be compulsory in the Trinity House district inwards. 2nd. In the London and Outport Trinity House districts all "ships employed in the Coasting Trade of the United Kingdom, when not carrying passengers," are exempt from compulsory

Pilotage.—(Section 379, Merchant Shipping Act, 1854.) Section 140 of the Customs Consolidation Act, 1876, defines the Coasting Trade for Customs purposes as—"all trade by sea from any one part of the United Kingdom to any other part thereof shall be deemed to be a Coasting Trade, and all ships while employed therein shall be deemed to be coasting ships." The Courts of Law have held that a vessel coming from a foreign Port to a Port in the United Kingdom, and then sailing to another Port in the United Kingdom, is not a vessel employed in the Coasting Trade, but a ship trading to more than one Port in the prosecution of a foreign voyage. Under this interpretation of what constitutes the employment of a ship in the coasting trade, Pilotage would be compulsory outwards. A vessel from the Thames to the Tyne would necessarily have to pass along the coast; but if she took on board no goods from the former to deliver at the latter, this, it is contended, is not trading within the meaning of the Statute. If, however, the Custom-house authorities admit such a vessel in the character of a coaster, the Trinity Corporation might obtain an Order in Council giving the same definition. The Elder Brethren would not be justified in opposing the decisions of the Superior Court of Law. Those decisions are quoted in the footnote to a Bristol letter at pages 201 and 202, *Maritime Notes and Queries*, Vol. I. By the Order in Council of July 25, 1861, "all ships navigating in ballast from any Port or place in the United Kingdom to any other Port or place in the United Kingdom shall, when not carrying passengers, be exempt from compulsory Pilotage within the Pilotage jurisdiction of the said Trinity House."]

FRENCH AND CHESTER PILOTAGE.

SIR,—1st. Is a vessel compelled to pay foreign Pilotage from French Ports in the English Channel to the Port of Chester? 2nd. Is the Pilotage compulsory; and, if so, are the Pilots liable for damage done while they are in charge of ships?—Yours, &c., A SUBSCRIBER.

Connah's Quay, Sept. 7, 1876.

[1st. Pilotage is not compulsory across the Channel from France to any Port in the United Kingdom; but it is compulsory in the district of Chester. 2nd. A Pilot is liable to the extent of his bond, which is usually 100*l.*]

DUES ON FOREIGN SHIPS.

SIR,—I was engaged to pilot a foreign barque from the Humber to the Downs. The ship's draught of water was 18 feet, and the rate of Pilotage 12*s.* 6*d.* per foot, the amount of Pilotage being 11*l.* 5*s.* On March 22 I took charge of the ship and on April 8 came to anchor in the Downs, with the wind S.W. I remained on board the said ship 20 hours. I asked the Captain to pay me my pilotage, as I wanted to go on shore. The Captain told me he had got no money to pay me. I asked him to give me an order on his Broker in Hull. He said he should not. I then engaged a boat to take me on shore, at my own expense. I applied to the Magistrates at Deal, and they granted me a summons for the Captain, and sent it on board to request him to pay my Pilotage. He told the officer he had no money to pay me, and shortly after he weighed anchor and proceeded without paying. How can I obtain my Pilotage?

GEORGE DARNELL, Trinity Pilot.

Hull, April 8, 1876.

[Our Correspondent may summon the Agent who conducted the business of the ship for the Pilotage, under Sections 363 and 364 of the Merchant Shipping Act, 1854.]

PASSENGERS AND PASSENGER SHIPS.

SIR,—With reference to the expression "the Owner, his family and servants," in the first sentence of your able and

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interesting leader in yesterday's *Shipping and Mercantile Gazette*, allow me to ask whether a Shipmaster who is Part-Owner of the vessel he commands, but not the Managing Owner, could with impunity, according to the ruling of the Thames Police Magistrate, have his father or any of his relatives (say brother, sister, father, father-in-law, &c.) with him aboard his vessel? Is the Captain's wife to be counted a passenger if the Captain is not Part-Owner, or does it matter in this connection whether he is Part-Owner or not? —Yours, &c., A READER.

Sept. 28, 1876.

[Section 303 of the Merchant Shipping Act, 1854, has the definite article "the" before "Owner," and therefore the meaning is obscure when it is considered that there may be more than one Co-Owner of a ship. If the word "Owner" had been prefixed by "an," a plurality of Owners would be inferred. We are of opinion, however, that a Shipmaster who is Part-Owner might take his own family, or brothers, sisters, and father-in-law, to sea with him without rendering himself liable to a penalty.—(See article "Passenger Ships and Pilotage," page 199, *Maritime Notes and Queries*, Vol. I.) By the ruling of the Thames Police Magistrate, the wife of a Master would be deemed a passenger, but we hold with the Judicial Committee of the Privy Council, that the payment of a fare is necessary to constitute a passenger within the meaning of the Act.—(*Vide* leading article in *Shipping and Mercantile Gazette*, Sept. 20, 1876.)]

PASSENGER STEAMERS AND PILOTAGE.

SIR,—My steam vessel is in the Coasting Trade, but she has not a passenger certificate. According to the new law, she may take 12 passengers. I now take from Gravesend a branch Pilot for exempt ships. If I take 12 passengers, am I under the Compulsory Pilotage Act both as regards Gravesend and Swin Pilots?—Yours, &c.,

London, April 28, 1877. MASTER OF STEAMER.

[As Pilotage was not compulsory in the London district under the 6th Geo. IV., c. 159, on passenger ships, whether they carried more or less in number than 12, Section 16 of the Merchant Shipping Act 1876 has nothing to do with the question. Wherever Pilotage on coasting vessels was not compulsory previous to 1854, it is not so now, and our Correspondent is not compelled to take a Pilot at Gravesend or in the Swin.—(See pages 70 to 78, *Maritime Notes and Queries*, Vol. III.)]

LIABILITY OF PILOTS.

SIR,—Referring to a letter in your issue of Dec. 29, headed "Thames Pilotage," supposing a vessel hailing from an outport does damage to a vessel registered at London, both with cargo and in charge of licensed Pilots, and the damage done (through the fault of the Pilot) exceeds the 100*l.*, the amount for which the Pilot is by law liable and responsible, who has to pay for the excess amount?—Yours, &c.,

T. J. BURFIELD.

London, Jan. 1, 1877.

[As the London Pilots are not liable beyond the extent of their bonds, the Shipowner would have to bear the loss beyond the 100*l.* if he recovered that amount.—(See cases quoted at page 20, *Maritime Notes and Queries*, Vol. I.)]

LIABILITY "TILL MOORED."

SIR,—Is a registered Pilot, on taking charge, answerable for a vessel while coming into harbour "till moored;" and if an accident should occur, and the Pilot is able to pay the damages, can the Owners compel him to do so? Or if the Pilot is in the Club, can they come upon the Club for the damages? YARMOUTH SAILOR.

Oct. 12, 1877.

[It is the duty of the Pilot to remain by the ship till she is safely moored—(see pages 17 and 20, *Maritime Notes and Queries*, Vol. I.)—and if damage is incurred through his neglect, without contributory negligence on the part of the Master or Crew, he is liable to the extent of his bond. The Shipowner would have no right of action against the Club.]

PILOT ON A TUG.—SHIP DAMAGED.

SIR,—If an accident should occur to a vessel in towing in or out of harbour or river with no Pilot on board, and there is a Pilot in charge of the tug, who would be accountable?

Portrush, Feb. 11, 1876. MASTER OF COASTER.

[If the Pilotage was compulsory, and the Pilot was engaged by the Master of the ship, it would not matter whether he directed the two vessels, which are considered as one, from the tug or from on board the vessel in tow; and in the event of an accident happening from the exclusive fault of the Pilot, the Owner of the sailing ship would be exempt from liability. On the other hand, if the Crew of the tug engaged by the Shipowner, or the Crew of the sailing vessel towed, were in fault, or the Pilotage was not compulsory, the question of liability would have to be decided on its merits between the Shipowners whose vessels might be damaged by collision.]

DAMAGE IN PILOTAGE WATER.

SIR,—A screw steamer of which I am Manager, having occasion to go to Barrow in the beginning of January last, was boarded at Piel by a man from a Pilot-boat, whom the Master took to be a licensed Pilot, who ordered the steamer to anchor there till the following tide, though at that time it wanted nearly an hour of high water. The man then went ashore, but returned in time to take the vessel to Barrow the next tide. In getting underweigh, and while backing, the vessel's propeller struck something, and it was found after arrival at Barrow, that a blade of it had been broken off. The man exacted the regular Pilotage, but it now turns out that he was not a licensed Pilot; and I have no doubt that, by his unskilful handling of the steamer while getting underweigh at Piel, her propeller was brought in contact with the ground and broken. On whom should I claim for allowing an unlicensed man to be put on board from a Pilot-boat as a Pilot? The Sub-Commissioners of Pilotage at Barrow say they are not responsible. J. C.

Ardrossan, Feb. 9, 1876.

[If the Master of the steamer made the proper signal for a Pilot, and a licensed Pilot-boat belonging to the Port came off, and put an unlicensed Pilot on board the ship, we are of opinion that the Pilotage authorities would be liable for the damage done, if it could be proved that the propeller was broken by the unskilful handling of the vessel.]

DAMAGE TO SHIP AND CARGO BY PILOT.

SIR,—I took on board a cargo of oil-cake in Hull, and arrived in Burntisland Roads on Sunday, Sept. 24, at 5 P.M. The Pilot came out and said there was not room for the ship in the harbour that tide; but on Monday, 25th, at 7 A.M., he came on board to take the ship into harbour. I got partly in, when the ship took the ground and strained herself very much, which has caused damage to some of her cargo. She had made no water until she took the ground. My vessel will not get into a discharging berth before the 29th of September. What steps should I take, as I have only six Lay-days to discharge in? My Charter-party specifies that I am to come "thereunto, or as nearly as I can safely get." When I got to Burntisland the tides were taking off. —Yours, &c., A SHIPMASTER.

Burntisland, Sept. 28, 1876.

[If the Pilot's want of skill or negligence was the cause of the ship grounding, he would be liable for the damages incurred to the extent of his bond, if he has given one; but if no limit has been fixed to the Pilot's liability, he would be

PILOTAGE.

responsible for the entire claim. The ship had not got safely to her place of discharge when she grounded, but the Lay-days would commence from the time there was water enough to take the vessel to the berth, whether she was berthed or not.]

PILOT'S ORDER DISOBEYED.

SIR,—I am a Pilot of the River Humber, and was piloting a barque from Grimsby Roads to the Royal Dock, Grimsby, in December last, the barque being in tow of a steamtug, when, on approaching the pier, I heard the whistle of a steamer which was lying in the lock, and gave distinct orders to the tug, three different times, to take me off the pier. The Captain of the tug disobeyed my orders, and persisted in going into the dock basin, although the signals were then raised against me. The Dockmaster summoned me before the Magistrates for so entering, and they decided that the Captain of the steamtug was my servant, and that I was responsible for his act, and I was fined 1*s.* and 11*s.* costs. What redress have I?—Yours, &c.,

Hull, Jan. 10, 1877. WILLIAM NEWHAM.

[The Master of the tug was not the servant of the Pilot, nor engaged by him, and therefore we think the decision was wrong. The Tugmaster, as servant of the Owner, or employed by him, could be made to pay for the loss caused by his negligence or disobedience of orders.]

COALING AT DARTMOUTH AND PILOTAGE.

SIR,—If a steamer bound from London to a Port in Spain, without passengers on board, puts into Dartmouth through stress of weather, remains in Port some hours, and the Master then decides to take a supply of coals, is the vessel subject to compulsory Pilotage? SUBSCRIBER.

Dartmouth, March 7, 1876.

[If a vessel puts into Dartmouth through stress of weather the Pilotage would not be compulsory; and if she was, while there, supplied with coal, the Pilotage would be voluntary. —(See pages 19 and 202, *Maritime Notes and Queries*, Vol. I.)]

COMPULSORY PILOTAGE.

SIR,—Last June I commenced running a steamer from a certain place to the Continent. Some six weeks since an advertisement was issued by the Trinity authorities stating that a Pilot must tender his services. I, not having a Pilot's certificate as well as a Master's, necessarily should have had to incur the expense of some 7*l.* daily; but, fortunately, there was a loophole, or, no doubt, the above sum would have to be paid, and consequently I must have been overwhelmed with the heavy expense. I have been Master to the same places some 10 years. Will my service give me the Pilot's certificate, or must I really swallow half a book to obtain this enviable boon? Can you explain why I am made a target of when others can do the same with impunity?

Sept. 17, 1877. SHIPMASTER.

[The Pilotage would not be compulsory, and therefore it would rest with our Correspondent to appeal from any order made upon him to pay the Pilotage fees.—(See article "Exemption from Compulsory Pilotage," and letter "Compulsory Pilotage of Passenger Ships," pages 70 and 71 *Maritime Notes and Queries*, Vol. III.; page 199, *Maritime Notes and Queries*, Vol. I.; and the "Moselle," November, 1874.)]

PILOTAGE AND SALVAGE.

SIR,—My vessel got ashore at Languard Beach, at the entrance to Harwich, but got off without assistance. A Pilot came alongside and offered his services as Pilot in to Harwich. After arriving there a claim was made against the ship for 50*l.* The Custom-house authorities at Harwich detained her for two days, although she was bound for Ipswich with a cargo. 1st. Has a licensed Trinity Pilot a right to claim Salvage in the capacity of Pilot? 2nd. Have the Custom-house authorities, through the orders of the Pilot, a right to detain a vessel? 3rd. If not allowed to be so detained, what means have I to use to get compensated?

JOSEPH RIALLAND, Master of the lugger Jeune Eugene, of Nantes.

Ipswich, Feb. 29, 1876.

[1st. If a vessel is in distress, and is extricated from her difficulties by a Pilot, that would be considered a Salvage service.—(See pages 47, 48, 95, 159, 200, and 207, *Maritime Notes and Queries*, Vol. I., and page 60, Vol. II.] 2nd. The Custom-house authorities would not be empowered to detain a vessel for a Salvage claim without an order from a Court, but the Receiver of Wreck, who may be an Officer of Customs, has such power. 3rd. The person unlawfully detaining the vessel might be sued for damages.]

MATE AND PILOT'S RESPONSIBILITY.

SIR,—A few weeks ago my vessel was proceeding down the River Thames in charge of a Greenwich Pilot, and whilst doing so received considerable damage from another vessel under weigh. The liability was acknowledged by the Master of the latter vessel. Being absent from my vessel on ship's business at the time, the Mate proceeded on board the vessel that did the damage, and agreed to accept a sum of money equal to about one-sixth of the cost of repairs in compensation for damage done to my vessel. As I had not given the Mate any authority or instructions to act on my behalf, I wish to know if the Mate had power to act as he has done, and also if I can legally claim for the full cost of the repairs, less the amount accepted by the Mate? SHIPOWNER.

Hartlepool, Feb. 21, 1876.

[The Mate would not be empowered to enter into any agreement such as that mentioned; and his settlement of the case would not be binding on the Shipowner.]

DOCKING AND PILOTING.

SIR,—I am a licensed Pilot on the River Thames, between London and Gravesend. I offered my services to a ship about being moved from the Victoria Docks to the London Docks, but was ordered off by the Captain, who said an unlicensed man whom he had engaged could do the work. What work may the unlicensed men legally do, and what is the furthest distance they are allowed to move a ship?—Yours, &c., TRINITY PILOT.

Milwall, Sept. 19, 1876.

[No license is requisite for the purpose of changing the moorings of any ship in Port, or of taking her into or out of any dock, in cases where such an act can be done by an unqualified Pilot without infringing the regulations of the Port, or any order which the Harbour Master is legally empowered to give.—(Section 362, Merchant Shipping Act, 1854.) In our opinion it applies to the whole Port, subject to the regulations as to Gravesend Pilots for exempted ships. There is no limit fixed by the Statute.]

VESSEL SEEKING SHELTER.

SIR,—I am in an English vessel, from Germany, bound to the West Indies, and put in here through stress of weather. The Weymouth Pilots claim Pilotage, as I had a Channel Pilot on board. I had a Channel Pilot for the reason that I had no opportunity of landing him before; but I brought my ship in, using the Admiralty chart of this Harbour as my guide. It seems very hard to have to pay Pilotage when this place has been specially built as a Harbour of Refuge. The Pilots rendered me no service, but only asked me if I wanted a Pilot. Is Pilotage compulsory in this case?—Yours, &c.,

Bill of Portland, Dec. 30, 1876. A SHIPMASTER.

[Under the circumstances, in our opinion the Pilotage is not due. There is no law to prohibit an unlicensed district Pilot remaining on board a ship, and if such unlicensed Pilot does not navigate a ship after a qualified Pilot has offered his services, the fee cannot be legally exacted. The ship is exempt from compulsory Pilotage.—(See page 157, *Maritime Notes and Queries*, Vol. I.)]

PILOTAGE.

PILOTAGE ON GROSS OR REGISTER TONNAGE.

SIR,—Do you consider a steamer should pay Harbour Pilotage on her gross or net tonnage? The Act says that Pilotage fees are to be collected by the Harbour Collector on the register tonnage, not stating either the gross or the net. Steamers are reduced by their interior fittings to nearly one-third off, which makes a great reduction to the Pilot in his fees.—Yours, &c., PILOT.

Galway, Jan. 10, 1877.

[In every steamship an allowance is made from the gross tonnage for engine and Crew space, and the remainder is deemed to be the "register tonnage."—(Section 23, Merchant Shipping Act, 1854.) Where the register tonnage alone is mentioned, the Pilotage would be leviable on the net and not on the gross register. If any body corporate or other persons have power to levy tonnage rates on any other assessment, they may, with the consent of the Board of Trade, adopt the register tonnage.—(Section 4, Merchant Shipping Act, 1862.)]

PILOTS, LETTERS, AND TELEGRAMS.

SIR,—The steamer ——, of London, sailed on the 18th ult. in charge of a Pilot, and on his leaving the steamer the Master handed him a letter and telegram for the Owner, asking him to drop the same at the first post office when passing. He became abusive, and positively refused to take them, stating he was not a postman, and threw them on the ship's deck in the most contemptuous manner. This unusual course has led to serious trouble, annoyance, and possibly loss to the Owner, he not having any news of the steamer's sailing, and incurring much risk to the Charterers and Owners of the steamer and cargo. I have placed the matter and facts before the Port and Docks Board here, and they not only sanction but approve of the Pilot's course, and state it was "no part of Pilot's duty" to act as requested. What is the usual course at London under such circumstances? I enclose for your inspection the Master's letter containing a statement of the facts.—Yours, &c.,

Dec. 19, 1876. OWNER'S AGENT.

[There is no law to compel a Pilot to deliver or to post a letter; but, as regards the Port of London, we know that the Pilots give themselves the trouble to attend at the office of the *Shipping and Mercantile Gazette* to make reports, and that they never refuse to take charge of a letter or telegram.]

FEE WITHOUT SERVICE.

SIR,—My vessel, the schooner Alpha, arrived off New Ross on March 11 with a cargo of salt. I proceeded as far as Cheek Point, and seven vessels arrived there on the same tide. As there are only five Pilots for the Port of Ross, and four were at the station, I could not procure one. I hove to and gave the usual signal for a Pilot, and a Hobbler coming to my assistance I engaged him, and paid 4*s.* 6*d.* more for his services than the actual Pilotage. When clearing out at the Customs, the Collector would not grant transire until I paid my inward Pilotage, which he said I should get back on application to the Harbour Commissioners. I have applied to the latter, and they refuse to refund my money, stating that I followed another vessel up the river which had a Pilot on board. Can I compel them to return my money, or can the Collector of Customs refuse to give ships their papers until the Pilotage has been paid?—Yours, &c.,

WM. BEYNON, Master schooner Alpha.

Portmadoc, April 13, 1877.

[Unless the Harbour authorities are empowered by Act of Parliament to exact Pilotage Dues from all ships entering the Port, whether a Pilot may be had or not, and the Custom-house authorities are allowed by the Act to refuse clearance till the Dues are paid, the Pilotage charged on our Correspondent's ship could not be legally exacted. Following another ship is not the kind of Pilotage contemplated by the Merchant Shipping Act. When a Pilot cannot board a ship, but leads the way, that is equivalent to taking charge.]

PILOTAGE.

PRODUCING LICENSE.

SIR,—We called at Falmouth for orders and for a Pilot on coming in from Mazagan, and a man came alongside in a small boat by himself, representing himself to be a Pilot. After a few words, I asked him for his license, as he was a stranger to me. He would not pay any attention to my question, so I asked him again, and he replied that he had it in his pocket, and if he was to be drowned the license would go at the same time. I told him that it would be no satisfaction to give him charge of a vessel, and I did not do so, nor pay him. I told him where I was bound to, and where I was from. He said, by leaving he should bring me to trouble over it. I said he had refused to show his authority as a Pilot. After leaving he got the boat about a cable's length astern, and shouted "I will show my license now if you will back the topsail." A few days after my arrival I received a summons to appear in the County Court at Falmouth, on Oct. 19 next, for a Pilotage claim. Is the Pilot entitled to Pilotage under the above circumstances? Should the Judge decide the case in my favour, can I make a claim for detention of the vessel, for my expenses, and my witness for travelling to Falmouth?—Yours, &c.,

Stockton, Sept. 13, 1876. MASTER MARINER.

[Pilots are to produce to the Master of any ship, or other person employing them, when required to do so, a copy of the rates, Bye-laws, and Pilotage regulations, under a penalty not exceeding 5*l.*—(Section 350, Merchant Shipping Act, 1854.) Any qualified Pilot who does not produce his license incurs a penalty not exceeding 10*l.*, and is subject to suspension or dismissal—(Section 351.) The Pilot should be forthwith summoned before the Magistrate for not producing his license. In our opinion the Master of a ship is not liable, and he would be entitled to costs.—(See page 143, *Maritime Notes and Queries*, Vol. III.)]

PILOT WAITING FOR SHIP.

SIR,—A ship called at a Port in the Isle of Wight for orders, and, after her arrival there, the Captain promised the Pilot who brought her in from sea that he would hoist a private signal for him and wait until he came, so that he might take the ship to sea. The said Pilot has a witness to prove that after the Captain received his orders he employed another Pilot to take his ship to sea. Can the Pilot who brought him in claim the outward Pilotage, or can he claim anything for his loss of time? AN ANXIOUS INQUIRER.

Seaview, June 17, 1876.

[If our Correspondent can prove that he waited for the ship in compliance with the Master's request, he could recover the Pilotage from the Owner or the Master of the vessel.]

APPRENTICES.

SIR,—Is a Pilot justified in keeping an Apprentice on board his pilot cutter when she is high and dry in harbour, and no work to be done, where it is the custom for Apprentices from other boats to go on shore for their meals, &c.?—Yours, &c., AN APPRENTICE.

Sept. 7, 1876.

[It is not customary to keep Apprentices on board or in charge of boats when hauled up and left high and dry by the tide, except on special emergencies, when it is required to protect the property in them, or to attend on the flood.]

DARTMOUTH AS A PORT OF CALL.

SIR,—Is a vessel putting into Dartmouth Harbour from a foreign Port south of Brest for orders, and receiving orders at Dartmouth, liable to pay compulsory Pilotage?

Dartmouth, Jan. 14, 1876. TRINITY PILOT.

[Pilotage is compulsory at the Trinity House outport district of Dartmouth on vessels entering for orders.—(See letter headed "Dues and Falmouth Pilotage," page 157, *Maritime Notes and Queries*, Vol. I.)]

PROTEST.

APOSTLES AND PILOT BOATS.

SIR,—What is the meaning of the expression used in American Law Courts of "making Apostles"; and, also, what is the ordinary tonnage of an American pilot-boat?—Yours, &c., ASSURANCE.

London, Sept. 12, 1876.

[We are not acquainted with the phrase alluded to by our Correspondent; but we presume it applies to the issue of commissions by the American Courts for taking evidence in distant places or foreign countries. The American pilot-boats run from a few tons up to about 70 tons.]

SIGNALLING FROM THE SHORE.

SIR,—My vessel left Glasgow for Ardrossan in ballast on a pretty stormy day, and to my surprise no Pilot came on board to show me into harbour. The Pilot stood on the pierhead with his umbrella above his head, and sang out, one-half of which I could not hear owing to the weather. I have paid Pilotage all the same. Is this right? I may state I had a flag in daylight on foremasthead about two miles from shore. —Yours, &c., A STRANGER TO ARDROSSAN.

Glasgow, Feb. 10, 1877.

[In our opinion the Pilotage was not fairly earned if the case is as represented by our Correspondent. Section 356 of the Merchant Shipping Act, 1854, provides for the leading by a pilot-boat, but there is no law as to earning Pilotage by shouting from the shore.]

PROTEST.

PROTEST BY OWNER OF SMACK.

SIR,—What are the average lengths of time that Yarmouth smacks are away from home fishing? Is two months an unusual period? Would it be in order for the Owner of a fishing vessel who was on board, but not in command, at the time of a casualty resulting in a total loss, to extend a Protest, the Captain and Crew being on another fishing expedition? Would such be accepted by the Court of Admiralty?—Yours, &c., ASSURANCE.

London, Sept. 6, 1876.

[According to the practice of the Admiralty Court it is customary to require the Master's Protest, and, in his absence, that of the next Officer in charge, except for vessels in the Coal Trade between London and the East; and, in the case of the latter, it is not necessary to note or extend a Protest in the event of a collision or other accident.—(The Dorothea Elizabeth, A.C., July 12, 1869.) An Owner not in command is not called upon to make a Protest, but it would be open to the Court to accept his statement subject to corroboration. Smacks are not unfrequently away as long as three months when line fishing. Steamers now collect the fish at sea, and, therefore, two months would not be considered an unusual time to be away.]

EXTENDED PROTEST.

SIR,—A vessel, either on her passage out or home, ships a sea and encounters bad weather; the consequence is, part of the cargo is damaged. The usual survey is held, and the cargo is pronounced well and sufficiently stowed and dunnaged. The Master makes a Protest, and is further induced to extend that Protest. Who ought to pay for this extended Protest—the Merchant or the ship? If made by the ship, is it the exclusive property of the ship, or can the Merchant demand it at the Owner's expense, or sue him at law for the value of damaged goods?—Yours, &c., MASTER.

Blyth, July 21, 1876.

[Those who require an extension of the Protest should pay for it. With or without a Protest, or extended Protest, a Merchant would be at liberty to sue for damage; but it does not follow that the Shipowner should be made liable for damages incurred through perils of the sea.]

RULE OF THE ROAD.

BRITISH AND FRENCH PROTESTS.

SIR,—1st. Is a French Captain who, on his arrival in an English Port, notes his Protest before his Consul, bound by the English law to note a second one before a public Notary? 2nd. Does England not reciprocate with France as regards Captain's Protests?—Yours, &c., J. C. B.

Bordeaux, Dec. 27, 1876.

[1st. There is no law under which the Master of a ship is compelled to note a Protest. In the event of claims, the Shipowner might prove his case by the log-book and the evidence of the Crew. A claim is not defeated merely because a Protest has not been noted. 2nd. There is no Treaty arrangement between England and France on the subject of Protests.)]

RULE OF THE ROAD.

OVERTAKING AND CROSSING SHIPS.

The collision between the German mail steamship *Franconia* and the British screw steamer *Strathclyde*, off Dover, has occupied a more than ordinary share of public attention. The facts lie in a very narrow compass, for there was nothing particular in the mode of their meeting. The *Strathclyde* was steering a course obliquely off the land to obtain a good offing for a down-Channel course, and the *Franconia* was shaping a course from the N.E. for Southampton. The *Franconia* had the *Strathclyde* to starboard, and the ships were approaching each other on diverging lines with from two and a half to three points difference in the bearing of their respective heads. If they had gone clear away they must have crossed—the *Franconia* going to the starboard side of the *Strathclyde*, and the latter to the port side of the former. If they had been crossing ships the *Franconia*, under Article 14, should have given way, as she had the other ship on her own starboard side. The *Strathclyde* was about four miles off when first seen, rather ahead, and to starboard. The *Franconia*, being the faster vessel, gradually overhauled the *Strathclyde* in the three-quarters of an hour between making out and coming up to the British ship; and two minutes before the collision the Engineer received an order to stop and reverse full speed. This had no practical result so far as preventing the contact was concerned, for a steamer of the length of the *Franconia* could not lose her momentum and gain sternway in that short time. Those in charge of the *Franconia* made the mistake of holding to the belief that the *Strathclyde* had secured a safe course. It is complained on the part of the *Franconia* that the *Strathclyde* was running too far out for clearing the headlands; and that, by thus drawing so much seawards, she lured the other ship into imminent danger. Had the two ships been deemed "crossing" vessels the *Franconia* should have eased her engines earlier, so as to have allowed the *Strathclyde* to pass ahead. It was not a case where the look-out men could not see and report a ship, but over-confidence in the expectation that another steamer would not steer onwards in the course she was pursuing, but that the vessel abeam to starboard would take a parallel line with her own soon enough to keep the two apart. The Master, the Officers, and the Pilot of the *Franconia* understood the Rules. The only defence the Master of the *Franconia* made to the charges of manslaughter and violating the International Regulations was, that the *Strathclyde*

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should not have been steered in a persistent manner to cross the bows of his ship. There was no excuse, however, for the engines of the *Franconia* being kept at 54 revolutions per minute until it should be determined that the *Strathclyde* did not intend immediately to point her head on her true course. The Master of the *Strathclyde* was at liberty to go out in mid-Channel if he pleased, and it was the duty of the Master of a ship having another on his own vessel's starboard side, to give way. The Rules do not provide for the step to be taken in yielding the road, but seamanship dictates that a fast steamer at close quarters should never be steered across another steamship's bows. The misconception or error in judgment of the Master of the *Franconia* cost the sacrifice of thirty-five lives and a valuable ship and her cargo. As the *Strathclyde* was struck some forty feet from the stern, and the *Franconia* was going off to starboard under a port helm, a trifle in deviation would have taken the latter clear. In the Admiralty Court it was held that the manœuvre, executed by the *Strathclyde*, of going ahead full speed, and putting her helm hard to port, was correct, though it would carry the ship's stern to port, and thus present a section for the *Franconia* to strike. Had the *Strathclyde* starboarded, her stern would have gone round to starboard, and in that position the German ship might have grazed, but not have cut into the British vessel. These are, however, only theoretical calculations. The main fact has been disposed of, namely, that the *Franconia* was to blame in inflicting the damage on the *Strathclyde*. All other issues are simply speculative, unless it can be shown that the ship that should have held her course did not do so, and by her act contributed to the disaster. The inquests, Courts of Inquiries, and trial in the Admiralty Court, have now been supplemented by a decision in the Court of Appeal, and Lords Justices JAMES, Sir R. BAGGALLAY, and Sir W. B. BRETT have defined Article 17. Their Lordships came to the conclusion that "the ships "were not 'crossing ships' within the meaning of "the Rules, but that the *Franconia* was an 'overtaken ship.' Though the courses were such as, "mathematically speaking, must ultimately cross, "yet the position of the ships was such that they "could not come into contact unless the *Franconia* "had being going faster than the other. If the positions and distances of the ships from each other "were such that if it had been night the hinder ship "could not see the side lights of the forward ship, "then the ships were not 'crossing ships' within the "meaning of the Rules. This was the case," said the Court, "in the present instance. The *Franconia* was "an overtaking ship, and Rule 17 applied. She had "broken all the Rules, and the *Strathclyde* had "broken none." The judgment appealed from was pronounced right, and the appeal, consequently, was dismissed with costs. This decision in a Court of Appeal draws a distinction between a "crossing" and an "overtaking" ship. A ship is not to be considered a "crossing" vessel until the lights of another ship are opened out. Side lights are screened to reflect from right ahead to two points abaft the beam. What would apply by night, we presume, would be also applicable by day; and according to the Rules of the sea, as interpreted by the Court of Appeal, a ship is not to be deemed a crossing vessel so long as her head is directed to that part of another in advance of her, described from two points abaft the beam, and thus embracing twelve points from side to side and round the stern. In the United States Supreme Court, in the case of the *Columbia*, it was decided that a difference of eight points constituted the hindermost ship an overtaking one. The Admiralty Court, London, in the case of the *Chanonry*, June 23, 1873, held that a variation of one point did not convert an overhauling into a crossing ship. "Meeting" ships are those with the masts and funnels in a line; "crossing" ships cover an arc of the horizon of ten points on each side of the stem, or, in all, round twenty degrees; and "overtaking" ships have six points open on either side on their approaching other vesse's. We are indebted to the *Franconia* for these definitions.

RULE OF THE ROAD.

CROSSING STEAMERS.

SIR,—Coming down the coast the other day in a steamer, steering about N.N.W., we had another steamer on our port bow about three points, going to the eastward, about the eighth of a mile off, having most of his starboard side in view. As he did not give way to go under our stern, as he ought to have done, our Captain hard a-starboarded his helm, and went under his stern. Was he right in doing so? Ought he not rather to have stopped or slowed his engines, and allowed the other (he having us on his own starboard bow) to clear us? For if, in my opinion, he had ported when we starboarded, a collision would have been inevitable—in which case, who would have been to blame?—Yours, &c.,
Sunderland, April 14, 1877. C. H. T.

[It would be impossible to give an answer to the latter part of the question unless a collision had taken place, and we knew what steps had been taken by the ship which had to give way to avoid it. The steamer, having the other on her own starboard side, was bound to keep clear; but if in a sudden emergency the steamer which had to hold her course gave way, she acted prudently and correctly in going astern of the vessel to port.]

CROSSING SHIPS.

SIR,—In your leader of the 14th inst. you have shown very clearly what constitutes "crossing ships" and "overtaking ships." It would be of great advantage if you would give as clear a definition of "approaching ships," so that Article 16 may be as well understood as the others.—Yours, &c., DOUBT.
London, Dec. 16, 1876.

[Ships may be said to be approaching when they are lessening relatively their distance to each other.]

SAILING SHIPS CROSSING.

SIR,—A is a sailing ship steering N.N.E. up the St George's Channel, with the wind at W., making about six knots per hour, when a vessel (B) with no lights out is seen about two miles ahead. About a minute after A sees the red light of B on the port bow half a point. A at once puts the helm to port to go under the stern of B; but as A pays off on a port helm, B shows a green light 1½ point on A's port bow. A again puts the helm hard a-starboard to avoid collision, and is crossing B's stern all clear, when B again lets his vessel come round flat aback, and shows his red light right across the bows of A, thus putting A flat aback on the port tack, and A had no power to keep out of the way of B; consequently, A drifts down upon B. Who is in fault?
London, Feb. 25, 1876. SHIPMASTER.

[The vessel A was steering N.N.E., and with a westerly wind; she, therefore, had the wind abaft the beam on the port side. The red light of the other vessel, B, was seen half a point on the port bow of A, thus showing that B was on

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the starboard tack, and heading, if close-hauled, S.W. by S. Article XII. enacts that when two sailing ships are crossing so as to involve risk of collision, then if they have the wind on different sides, the ship with the wind on the port side shall keep out of the way of the ship with the wind on the starboard side. As A carried the wind on the port side, and was not close-hauled, it was her duty to give way. Porting and running off to leeward was the right course to take; but if the other vessel then showed her green light, this would be proof that she had starboarded contrary to the Rules, or that her starboard light had not been in its place. B would therefore be the wrongdoer.]

STERN NIGHT SIGNALS.

SIR,—It has long been a practice amongst the Mercantile Marine of the civilised world to exhibit a light or flambeau to an approaching stern chaser, as a warning to him to keep clear of the vessel approached. Although the custom is universally acknowledged, we are from time to time meeting with cases wherein these imperative precautions have either been ignored, or, from lack of brains, neglected, thus proving the Navigators of such vessels to be infinitely lower in intellect and forethought than our fustian clad drivers of brewers' drays, or the costermonger sitting behind his ass, who never fails, instinctively, to raise his whip-arm as a signal to those astern not to run him down should a sudden stoppage ahead bring him to a dead stop. The most surprising part of such gross indifference by Navigators to what might from usage and custom be held as law, is that, although it comes out most palpably at Courts of Inquiry, it does not appear to elicit from the Bench the slightest censure or comment. The question naturally presents itself—why not show a light to the vessel approaching from astern as well as from any other point within the prescribed arc of reflection? Before the introduction of signal side-lights, almost every small coaster around our shores, and that of Europe and America, was provided with flare-ups, which were used upon all occasions (and with what excellent results many a coasting Captain and Crew would tell) when collision appeared imminent. Why has this good old faithful servant been struck off the rolls and not replaced by something more in harmony, perhaps, with the advanced ideas of the age? We have ourselves used the patent blue light for years in all such cases with good results. It requires very little care to keep them at all times ready, and, when wanted, it is but the work of a moment, even in the very worst kind of weather, to strike one, and discover your position to the approaching stranger, even through a thin haze.—Yours, &c., A., B., & C.

London, Dec. 18, 1876.

[We may refer our Correspondents to a series of leading articles in the *Shipping and Mercantile Gazette* of the 5th, 8th, 10th, 12th, 14th, 19th, and 26th Dec., 1874, and they will see the arguments for and against the voluntary or compulsory exhibition of stern lights. Self-preservation dictates that, when possible, a vessel ahead should warn a vessel astern.]

COMING UP ASTERN.

SIR,—What is the meaning of Article No. 19 in the Rule of the Road? Has it anything to do with the following case:—A fleet of ships left Yarmouth Roads, with the wind W.S.W., and they all kept to windward as far as possible. A vessel coming astern overtook the others, but could not go to leeward, as the other ships would have put her on the sand. The vessels ahead would not give way. Must the overtaking ship stop and let all other ships pass her?—Yours, &c., SHIPMASTER.

Grangemouth, Oct. 23, 1876.

[By Article 17, every vessel overtaking any other vessel is to keep out of the way of the vessel ahead. The vessels ahead, therefore, should not have given way to a vessel coming up astern, because it was the duty of the overtaking vessel to keep clear. Article 19 does not apply in this case.]

RULE OF THE ROAD.

MEASURED MILE.

SIR,—I am often engaged running the measured mile, both at Stoke's Bay and the lower part of the Thames, and have had many narrow escapes from vessels crossing and recrossing the said miles. I invariably fly the flag, the same as a Government ship, to indicate that I am so engaged. In case of a collision, who would be held responsible for damage? and have vessels on a passage a right to navigate these measured miles the same as any other part?—Yours, &c.,

Ryde, Aug. 9, 1876. TYRO.

[A Court of Admiralty would deal with a case of collision on its own special merits; and if it could be shown that a steamer was running the measured mile, and another vessel, cognisant of the fact, deliberately fouled her when she might have given way, the latter would be either held in fault or not entitled to compensation. No provision is made in the Rules to meet the practice of steamers running on the measured miles, but a steamer would have to give way to a sailing vessel, and also to another steamer, in accordance with the Steering Rules, in order to avoid collision.]

PORT OR STARBOARD.

SIR,—Is the following correct:—"As instructed by Act of Parliament, our Seamen and Pilots 'port' the tiller, while foreigners—some of them 'port' the wheel, which make the ships go in exactly opposite directions. Suppose two ships are approaching each other—an English vessel bound out and a foreigner bound in, both having River Pilots on board—as directed by the first Steering Rule, both Pilots issue the order 'port,' which our Helmsman at once obeys, leaving room for the foreigner to pass on his left hand; while the foreigner understands the order to enjoin him to leave room for the approaching vessel to pass him on his right hand, this meaning, of course, the one vessel steering into the other." If so, what foreigners follow such a dangerous interpretation of the meaning of these words?

ONE WHO DREADS COLLISIONS.

Greenock, Jan. 31, 1876.

[Wherever the International Steering and Sailing Rules have been adopted, the same interpretation is acted upon as under the British law. Some foreigners, ignorant of the Rules, and, perhaps, British seamen as well, make errors, but the Regulations leave no room for doubt. The word "helm" is used, and not "wheel."]

COLLISION AND HARBOUR MASTER'S ORDERS.

SIR,—My vessel, when towing out of harbour, was ordered by the Harbour Master to port her helm, cross to the north bank, and leave the channel, to give more room for a large screw boat which was coming into harbour at the time. The above order was immediately obeyed; but in place of the screw boat coming direct up channel, her helm was put hard to starboard to try and cross our bow, and at this time we were entirely clear of the channel. The screw proceeded full steam, and came into collision with both the tow boat and my vessel, doing damage. Who is responsible for all damages?—Yours, &c., J. H.

Oct. 12, 1876.

[From the statement furnished, the vessels were apparently meeting end on, and, consequently, both would have to port. The one that starboarded, therefore, would be to blame. The tug and ship in tow went off to the starboard side of the fairway to allow the screw steamer to enter, and if the latter attempted, by crossing the former's bow, to get in-shore of her, that would be a violation of the Steering Rules. The Owner of the screw ship would be liable.—(See leading article on Tugs and Ships in Tow, in *Shipping and Mercantile Gazette*, Oct. 7, 1876.]

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LIFEBOATS' CREWS.

It is occasionally reported that Crews of lifeboats have gone off to vessels, but that the Shipmasters have declined their services. This refusal on the part of Masters proceeds from their desire not to incur any liability for Salvage of property. They look upon lifeboats' Crews as Salvors of life, and, on principle, object to change the character of their employment. The Crews of such boats do, however, contribute to the saving of property, and an instance was lately recorded when some of the men were put on board a ship, the Crew of which were knocked up, and helped to get her safely into Port. On the 2nd of February the Sheriff of Aberdeen had to decide on the claim of twelve Pilots who went off to the brig *Gertrude* in distress, and for taking her into Port they demanded the sum of 100*l*. The vessel and her cargo were valued at 2,000*l*. The Sheriff, in giving judgment, said that he regarded with much jealousy the claim of a lifeboat's Crew, because it was their special business to save life; but he admitted their title as Salvors, and awarded them 20*l*. under Section 458 of the Merchant Shipping Act of 1854. It was said that the vessel might possibly have been lost had not the lifeboat men boarded her, for she was deserted by her Crew. The Sheriff, no doubt, took into his consideration the fact that the brig was in the entrance of the channel, and that there was not much risk or merit in bringing her to a safe anchorage. The Crews of lifeboats are not, however, precluded from undertaking Salvage services unless they are prohibited from doing so by the Owners of the boats. It should be borne in mind that the Crews are not the proprietors of the boats, and therefore cannot employ them on Salvage risks without permission. If the boats were damaged when engaged on such work, the Crews might be called upon to make good the cost of repairs; besides which, in any Salvage award the Owners are entitled to share in the distribution. There are exceptional cases, however, when none but lifeboats can get off, and then it would become a question as to whether they should remain by a vessel merely to gain Salvage remuneration. In order to save property there is a chance of sacrificing life, and lifeboats are not established with the object of salving property. The Crews say that if they are not allowed to take their chance as Salvors they would be better off as independent Salvors. The lifeboat men deserve encouragement, and it rests with the authorities to decide upon the freedom allowable in conducting such services. The men who took charge of the *Gertrude* did not act as Pilots, although they were Pilots, and this opens up another branch of the inquiry.

Pilots are entitled to claim as Salvors if the vessel which they take charge of is damaged and in distress, is dangerously leaky and requires assistance in pumping, or is disabled by loss of sails or the unshipping of the rudder. A Pilot is bound to take charge of a ship although she has suffered damage; but he thereby becomes entitled to a Salvage reward. The scale of Pilotage being fixed, and the service a monopoly, it is the duty of a Pilot to board a ship unless it be at the risk of his life—(the *Rosehaugh*, Admiralty Court, March 23, 1854; the *Black Sea*, April 3, 1855)—but not for ordinary Pilotage if a Salvage service is subsequently performed. When an attempt was made to convert Pilotage into a Salvage claim against the Owner of a foreign vessel the Admiralty Court rejected it with costs. Pilots stand very much in the position of lifeboats' Crews with regard to Salvage of property. Coastguard men may be Salvors, but they must obtain the permission of the Lords of the Admiralty before taking proceedings in any Court of Law, or before a Magistrate. The Board of Trade Circular directs that "Officers of the Coastguard and their men will, if "they incur some risk, or undertake some labour "beyond the scope of the duties by the Act and by "these instructions committed to them (e.g. if they "actually put out to sea, and with risk and effort "save lives or property from a wrecked vessel), be "entitled to Salvage in the same manner and to the "same extent as other Salvors. . . . Exorbitant "or improper claims to Salvage on the part of any "public servants will be uniformly discountenanced "by the Board of Trade." We have shown that the Coastguard men save more lives in cases of shipwreck off the coast than any other body of Salvors, and they are deserving of great commendation, and should be liberally rewarded. The rocket apparatus is worked by the men of the Coastguard in all instances where no companies have been formed, and they may become Salvors of property by doing so. The Admiralty Court, in December 1854, entertained a Salvage claim in which it was shown that the Crew of the *Sir Robert Peel* was rescued by the MANBY mortar and line, and that a case of bullion was got ashore by the same operation. In another case—(the *Ida*, Admiralty Court, May 27, 1858)—a valuable box of specie and part of the ship's stores were also saved through the MANBY apparatus. For saving life the Board of Trade pay the Coastguard men out of the Mercantile Marine Fund if the proceeds from salvaged wreck are insufficient for the purpose. The 459th Section of the Act of 1854, under which this right is given to the Board, makes the payment for saving life a first lien on all property salved; and when there is no wreckage the Board can allow a reasonable remuneration out of funds at their disposal. When the Board of Trade made payments to lifeboat establishments, it was a condition that every Lifeboat Committee was to have as one of its members an Officer of the Coastguard, or of the Customs, or some official person connected with the Board of Trade and appointed for the purpose. On the Board's requirements being fulfilled, the Crews, on every occasion of a lifeboat going off to save life, were paid 10*s*. per man for the service by day, and 20*s*. at night. In the last Wreck Return compiled by the Board of Trade the payments to Crews of lifeboats, and rewards to Fishermen and others, for services at wrecks for one year, amounted to 297*l*. 18*s*. 9*d*. What percentage of that sum fell to the Coastguard men is not specified. From this review it will be seen that there are certain classes of Salvors who are otherwise remunerated for their labours, and beyond them come the Salvors who have to look to wreckage alone to pay them for their time and services.—*March* 8, 1877.

ANCHORS AND CHAINS.

The right of Boatmen to recover anchors and chains must be construed in accordance with the provisions of the Merchant Shipping Act. Our opinion has been frequently solicited as to the claims of

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Salvors in respect of remuneration for picking up anchors and chains, and we have several times explained the provisions of the Statute in this matter. A recent case heard before the Magistrates at Yarmouth, and reports from our own Agents, would lead to the belief that the rules with regard to wreck are either not understood, or, if otherwise, are frequently evaded. The defendant, who was summoned at Yarmouth for not reporting the finding of an anchor and chain, pleaded that the vessel to which they belonged slipped them in the roads to avoid a collision, and believing that she would enter Lowestoft, he proceeded there. The name of the ship was marked on the ground tackle, but she had sailed. It was contended that the vessel was not a wreck, and therefore that the 450th Section did not apply. The Owner, it was said, had written to claim the property, and the Court, deeming the defendant to have acted as he had done in error, took a lenient view by fining him in the nominal penalty of 1*s.* and costs. The 450th Section of the Act, on which the defendant relied to secure an acquittal, seems perfectly clear, for it enacts that, if the person taking possession of wreck is the Owner, he is to give notice to the Receiver, stating that he has found or taken possession of it, and is to describe the marks by which the articles are distinguished. Shipowners therefore, or their servants, may recover anchors and chains belonging to them, and need not give them up to the Receiver of Wreck. On the other hand, if any person, not being the Owner, recovers such gear, he is bound to deliver it to the Receiver as soon as possible, under the penalty of losing all remuneration for his services and incurring a fine not exceeding 100*l.* In 1863 disputes arose as to the duties of Receivers when Boatmen put off immediately they saw a vessel slip from any buoy her anchors, and the Salvors hove them up and brought them into Port. Masters of ships, it was then said, had been put to expense, detention, and inconvenience, on returning to where they left their gear with a fair wind, and with no intention to bring up, to see no trace of the buoys which they had attached to the chains. At that time we noticed the subject in these columns, and it led to a correspondence, and the publication of a Board of Trade Minute as follows:—"When a "vessel has parted from her anchor, and a buoy is "placed by the Master to mark the spot, no one "unauthorised by the Master has a right to interfere "with it. If the anchor is without a buoy, and if "no directions on the subject have been given by "the Master, the Receiver should take into his cus-"tody any such anchor salved." Boatmen have no more right to haul up a buoyed anchor and chain than to pick up the buoys and gear which are fixed in the channels as guides to Navigators. A Shipmaster who slips the chain cables of his vessel in a gale of wind to seek a sheltered anchorage, or to stand off the coast, expects to find his gear where he left it. In many cases, however, Masters have to leave their ships in a roadstead, and go ashore in order to learn whether, during their temporary absence, the everwatchful Boatmen have been at work. This occasions loss of time, and perhaps in some cases the wreck of ships. Interference with buoyed gear is not, therefore, justifiable unless the Master of a ship gives permission to Boatmen to heave it up for him. The Receivers of Wreck are instructed by the Board of Trade, with a view to encourage Salvors, and to insure the delivery into their custody of anchors and chains and other wrecked property by Boatmen, to advance such a sum, by way of Salvage, as appears in their discretion to be an adequate remuneration for the services rendered. The percentages must not, however, exceed the following relative proportions:—When the estimated net value of the property is 2*l.* 10*s.* or under, a sum not exceeding two-thirds of such value; when above 2*l.* 10*s.* and not exceeding 5*l.*, a sum of not more than one-half. The net value is ascertained by deducting from the gross valuation all expenses for warehousing, watching, carting, commission, valuing, and fees. The net value of tested anchors and chains is largely in excess of 5*l.*, and where such gear has been abandoned, and not buoyed, it becomes wreck of the sea, and, if not claimed within one year, may be sold. The Board of Trade, when the net value is more than 5*l.*, may sanction the payment to Salvors of 2*l.* per ton; and if the Boatmen decline to accept that amount, recourse must be had to the Magistrates, or to any Court having Admiralty jurisdiction under the Acts of 1854 and 1862 in the former case, or the County Court Acts in the latter. Whenever Salvage is due, and the parties liable to pay it are aware of the detention, the Receivers of Wreck are empowered, under Section 469 of the Act of 1854, to sell the property, or a sufficient part, in cases of nonpayment, to pay the Salvors. It will be seen from this explanation that the Boatmen are rewarded for the salving of anchors and chains when such articles may be classed as wreck, but they prefer to make their demands on Shipowners. They are not, however, entitled to recover ground tackle and hold it until they can find the owners; nor are they at liberty to meddle with buoyed anchors. Boatmen have laboured under the impression that if they recover wreck outside the three-mile limit, or beyond British jurisdiction, they are not called upon, under the Statute, to deliver it to the Receivers, subject to the lien for Salvage. This is a mistaken interpretation of the law. It is a felony for British subjects to take wreck into a foreign Port, and there sell it, if it has been found within the limits of the United Kingdom.—(Section 479, Act of 1854.) Wreck picked up at sea beyond such limits, and brought to the United Kingdom in British ships, is to be taken possession of by the Receivers, and held on behalf of the Crown, if there is no claimant to it. The Board of Trade say "it is a Droit of Admiralty, but "is not subject to the provisions of the Merchant "Shipping Act." As Receivers of Droits of Admiralty, the Board of Trade can demand that all anchors and chains recovered beyond the three-mile limit shall be given up to the Receivers of Wreck when brought into Port. Boatmen should always state whether wreck has been picked up outside the British jurisdiction or not.—*April* 12, 1877.

HER MAJESTY'S SHIPS.

The judgment of the Court of Appeal in the case of the *Woosung*, reversing the decision of the Court of Admiralty, which appears in our impression of this week, while it will not surprise any Maritime Lawyer, is a conclusion of much interest and importance. It will be remembered that the *Woosung*, a

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screw steamship, was lost upwards of two years since (Feb. 20, 1874), with a cargo valued at 500,000*l.*, on the coral reef off the island of Kotama, in the Red Sea, whence the passengers and Crew were subsequently taken by the *Corinna*, and conveyed to England. Shortly afterwards a communication was made by the Secretary of State for India to the Political Resident at Aden, directing him to send the *Kwang-Tung*—described as a gunboat, but more properly a tender—to the assistance of the *Woosung*. The *Kwang-Tung* was commanded by Captain ELTON, and on reaching Kotama he had a conference with Captain CARLIN, of the *Woosung*, when an agreement was drawn up under which Captain ELTON covenanted to save all he could in the way of cargo, gear, tackle, and fittings, finding all the necessary men and appurtenances for the service, on consideration of receiving one-half of the proceeds of the sale after paying all expenses of the same. The share which would have fallen to Captain ELTON under this arrangement involved, as it turned out, a large sum of money, the payment of which was resisted on the part of the Underwriters. The case came before the Court of Admiralty as a Salvage suit, when Captain CARLIN'S agreement with Captain ELTON was put in, and subsequently pronounced for. Against this decision the Underwriters appealed, with the result we have seen. The Court of Appeal have decided unanimously that the agreement is bad, and cannot stand, but they have fixed the Salvage to which they consider the respondents are entitled at 6,000*l.*, the costs of the appeal to be borne by them, and the costs in the Court below by the appellants.

The grounds of this decision are worthy of attention. "The agreement," said Lord Justice JAMES, after reviewing the circumstances under which it was given, "is one which, on the face of it, cannot stand. "If it had been an agreement with the Captain of "an ordinary Merchant ship, beyond all question the "service was a Salvage service, for everything that "was done was by the Captain and the Crew. It was "to the interest of the parties that the property "should be saved, and the price is given for the whole "Salvage services. It appears that that alone would "show that it would be utterly impossible that this "sum can stand as the price to be paid otherwise "than for the services rendered by the Officers and "men. It is one entire consideration." Lord Justice BAGGALLAY, while concurring in this opinion, drew particular attention to the 485th and following Clauses of the Merchant Shipping Act, 1854, relating to Salvage services performed by Her MAJESTY'S ships. These provisions are well known to our readers, and on the face of them—if there was nothing else in the case—we are at a loss to understand how the Court of Admiralty could possibly uphold such an agreement as that made by Captain ELTON with the Commander of the *Woosung*. The law says in distinct terms that no claim shall be allowed in respect of the loss or risk of Her MAJESTY'S ships or property in Salvage cases; and that no claim for Salvage by Her MAJESTY'S Officers and Crews shall be adjudicated upon unless the consent of the Admiralty has been first obtained, "such consent to be signified by "writing under the hand of the Secretary to the "Admiralty." Now the *Kwang-Tung*, although not a gunboat, and not carrying a pennant, was a QUEEN'S ship employed in the public service of the Residency of Aden. Her Commander therefore was an Officer to all intents and purposes in Her MAJESTY'S Service, and he certainly had no authority to make the agreement which he did with Captain CARLIN for the employment of the *Kwang-Tung*, and for a Salvage remuneration which, for all that appears to the contrary, was a personal arrangement from which he alone was to benefit. We agree that the assistance given by the *Kwang-Tung* in removing a portion of the *Woosung's* cargo and her fittings was good Salvage, entitling the Salvors to remuneration, and we see no reason why that remuneration should be refused simply because the Salvors are the Officers and Crew of a QUEEN'S ship. Everyone must feel the force of Judge LUSHINGTON'S remarks in the well-known case of the *Rosalie*:—"It is all very well," said that learned Judge, "to talk of the abstract "question of fulfilling duty and obeying commands, "and I have no doubt that so long as men can execute "the duty and perform the commands entrusted to "them, they will do so; but in cases of doubt and "difficulty, and where great and extraordinary exer- "tions have to be made, reward according to human "exertions is the only great stimulus to their per- "formance." But the peculiarity of the case we have been considering is, that there was an arrangement entered into by a public Officer in discharge of a public duty, on which he was commissioned, without the assent or perhaps the knowledge of his superiors, and without any understanding that the remuneration stipulated for could be regarded as Salvage, and so apportioned. Of course such an agreement could not stand. It was bad, as Lord Justice JAMES pointed out, as an agreement for Salvage, and it was not fiated by the Admiralty, as required by the Merchant Shipping Act. On no ground, therefore, could it be upheld, and the Court of Appeal, in unhesitatingly pronouncing against it, have done good service. It was the duty of the Captain of the *Kwang-Tung* to render all the assistance in his power in saving what remained of the *Woosung* and her cargo, and he might have been quite sure that for such service he, his Officers and Crew, would be entitled—as, indeed, they have been held to be by the Court of Appeal—to liberal and sufficient Salvage. But it was not competent for him, as Lord Justice JAMES very clearly pointed out, to offer to the Captain of the *Woosung* the alternative of coming to an agreement for excessive remuneration, or of looking for other assistance wherever he could get it. The result of this case in the Court of Appeal teaches a lesson which, it may be hoped, will not readily be forgotten.—*May* 9, 1876.

CHARTERERS AS SALVORS.

SIR,—In July last some Wick Shipowners and fish curers authorised one of their number to charter a tug, of Sunderland (enclosed is a copy of Charter-party). Late on the evening of Saturday, 25th August, the tug was employed in towing vessels out of Wick Harbour and clear of the bay. While throwing off the last vessel taken out, a schooner was observed on the rocks at Elzie, half a mile north of Wick Bay. The tug immediately went to her assistance, and found that the vessel was one of those which had been previously towed out. She had already been boarded by a Crew of Boathaven Pilots, who passed a tow-line to the tug, and the vessel was taken off the strand. While towing her out to sea the tow-line broke; and, on the Captain of the schooner stating that he meant to proceed on his voyage, the vessel

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making no water, the tug returned to her moorings at Wick Breakwater. No sooner was the tug moored, however, than some of the Wick Harbour Pilots informed her Crew that the schooner was showing signals of distress, when the tug, with these Pilots on board, again proceeded to the vessel and took her in tow, the ship being ultimately beached on Wick Bar early on Sunday morning. A combined action by the Charterers of the tug and the Boathaven Pilots for services rendered was raised, in consequence of which a sum was deposited to relieve the ship and cargo. An offer has since been made to them on behalf of the vessel, which they are inclined to accept; but now the Owners of the tug ignore any claim by the Charterers for any service whatever, and wish to push a claim for Salvage. The Charterers wish to know if they and the Boathaven Pilots are the parties who should accept the sum offered, the tug having been fixed for eight weeks (or longer, in their option), "for all lawful services or employment," at a specified sum, payable fortnightly and in advance, they also paying for coals and dues.

GEORGE BAIN, Secretary for Charterers.

Wick, Oct. 13, 1877.

[In the agreement between the Shipowners and Charterers submitted to us, a certain sum per week was to be paid for the hire of the tug, which was also to include wages for the Crew, oils, tallow, insurance, and all expenses with the exception of coals and Port charges, which latter were to be provided for by the Charterers. The Owners were bound to keep the vessel and machinery in repair, and, as the amount paid for the hire of the tug was to include wages, the Master and Crew would be the servants of the Owner, and therefore the Charterers would have no claim for Salvage services.—(See pages 75 and 156, *Maritime Notes and Queries*, Vol. III.)]

CHARTERERS AS SALVORS.

SIR,—The decision you have given in your impression of the 17th inst. is, in our judgment, wrong. The Captain and Crew, during a Charter, though appointed by the Owner, are the servants of the Charterer, and, unless the Charter-party expressly stipulates to the contrary, Salvage services during the time she is employed and paid for by the Charterers ought, in equity, to be either to the entire and sole advantage of the Charterers, or at least a fair moiety should go to them of any sums earned. In our own form of Charter-party (copy enclosed), the Salvage is reserved for Owners and Charterers conjointly, and in our very large experience we have never found it objected to. SHIPBROKERS.

Liverpool, Oct. 19, 1877.

[The printed form of Charter-party submitted by our Correspondents contains the following paragraphs:—"That the Captain (although appointed by the Owners) shall be under the orders and direction of the Charterers as regards employment, agency, or other arrangements; and the Charterers hereby agree to indemnify the Owners from all consequences or liabilities that may arise from the Captain signing Bills of Lading, or in otherwise complying with the same. That if the Charterers shall have reason to be dissatisfied with the conduct of the Captain, Officers, or Engineers, the Owners shall, on receiving particulars of the complaint, investigate the same, and, if necessary, make a change in the appointments. That the Owners shall have a lien upon all cargoes and all sub-freights for freight or charter-money due under this Charter; and Charterers to have a lien on the ship for all moneys paid in advance and not earned." There was no contract express or implied, to give the Charterers the benefit of Salvage. The Charterers could not appoint or dismiss the servants of the Shipowner under the agreement herein quoted, and therefore the Shipowner was not dispossessed.]

WRECK SALVORS AND COASTGUARDS.

SIR,—On the occasion of the loss of the Glenaray at Blackgang, Isle of Wight, large quantities of cargo were washing along the shore, about three miles from the wreck. At 6 P.M. on the 2nd of March, it being low water, observing a large quantity of skins and wool washing amongst the seaweed, we commenced to get it to a place of safety above high water mark, which took us till 8 P.M. Then we observed a Coastguard coming, who ordered us from the beach, saying that if we came the next morning he would provide us with a form to fill up, accounting for the amount saved. We proceeded to the spot the next morning (meanwhile leaving the cargo in his charge), but he would not allow us to touch it, and threatened to prosecute us for being on the shore. Are we entitled to Salvage, and to what amount, as we had previously brought large quantities of this vessel's cargo in from sea, and had given it up to the Receiver of Wreck? Would a Salvor be justified in saving cargo by night as well as by day, or what are the hours for doing so?

Ventnor, March 5, 1876. JAMES BLAKE.

[Those who secured the wreckage would be entitled to Salvage, and, if no satisfactory answer can be obtained from the Receiver of Wreck as to ownership and payment of claim, application might be made to Justices of the Peace to settle the case, who would determine the question of remuneration. A Salvor would be entitled to save cargo by night or day.]

SALE OF WRECK.

SIR,—It is now 16 months since we salved some goods from the wreck of the Deutschland. How can I get a settlement? The amount we salved was worth about 500*l.*, and it was sold by public action.—Yours, &c., A SALVOR.

Margate, March 10, 1877.

[If a Salvor has allowed the 12 months to expire without preferring his claim to the Receiver of Wreck, he would now have to prosecute his claim in Germany. He had a lien on the wreckage for Salvage, and that should have been enforced; and if this was not done, he should ascertain from the Receiver of Wreck when the settlement was made, and with whom.]

NAVAL AUTHORITIES AS SALVORS.

SIR,—The Brazilian (s), which sank on the 12th in the Port of Brest, commenced discharging cargo yesterday (13th) by divers of the Military Marine. This operation, in order to take out from 1,200 to 1,500 tons, will last at least a month or two before the ship can be raised. If the vessel had been lightened on the day of her arrival, as her contractor had proposed, and if a pump had been added to those on board, as the Captain of the Port suggested, it is quite probable the ship would have floated in. For three hours after her arrival until mid-day of the 13th there was plenty of water, but nothing was done, notwithstanding offers were made by French and English private firms to undertake the Salvage, but which were rejected. Would the British Naval authorities undertake the Salvage when private persons had offered their services? AGENT.

Brest, June 14, 1876.

[The British Naval authorities never undertake Salvage operations when private parties are prepared to take steps to recover their own property. At Portsmouth or Plymouth, for example, steps might be taken to keep the navigable channels clear in extreme cases, but the Military Marine in this country would not be engaged in ordinary cases as Salvors. The French Naval authorities claim no Salvors.]

TUG'S CREW AS SALVORS.

SIR,—Can you refer me to any judgment or legal authority upon the following point? You doubtless know the matter well, and I trust will be able without trouble to afford me a reference to an authority which will guide me in the matter. A Tugowner in Leith heard of an abandoned ship floating about at the mouth of the Forth on Christmas. He sent his tug in search. The tug did not find her, but found another vessel. Three of the tug's Crew

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boarded the vessel, and sailed her under canvas for 16 miles till they got into smooth water, where the tug, having only a small rope on board, took the vessel in tow and towed her into Leith. The men say there were 2½ feet of water in the vessel, and they endangered their lives by going on board of her. Jamieson, the Owner, was paid 165*l.* of Salvage by the Owners of the vessel, and he refuses to give the men who saved the vessel any share of the Salvage, but merely their day's wages. The men think they have a claim for Salvage. What do you say? No similar case has arisen here before, and we have no Scotch decision on the point.—Yours, &c., ANDREW CLARK, S.S.C.

Leith, Feb. 2, 1877.

[This is clearly a case of Salvage of derelict. Seamen are entitled to a share in any Salvage award; and it has been the rule of the Court of Admiralty to allow persons who remain on board a salving ship to be considered as co-Salvors, although the Court has repeatedly made a distinction in favour of those persons who have actually incurred the difficulty and peril of the Salvage enterprise.—(The Sarah Jane, Admiralty Court.) Salvage to Seamen is recognised by the Merchant Shipping Act, 1854, in Sections 182, 458, 459, and 460, and in Section 18 of the Amendment Act, 1862. Where Salvors have gone out in stormy weather to fall in with any ship requiring aid, not to render assistance to a particular ship, the circumstances of difficulty and danger they may thus have previously encountered are to be considered in assessing Salvage for services rendered.—(The Bonanza, Admiralty Court, Aug. 8, 1850.) As to the difference between Towage and Salvage, see pages 47, 48, 95, and 159, *Maritime Notes and Queries*, Vol. I.]

FREIGHT OF SALVAGED SHIP.

SIR,—If a ship is abandoned and taken possession of by Salvors, cannot the Master afterwards, if the vessel is recovered, carry on the cargo and earn the freight?—Yours, &c., SHIPOWNERS.

London, Sept. 23, 1876.

[It has been held that, where a ship is injured by collision, even without the fault of her Master and Crew, and abandoned, and is afterwards taken possession of and brought into safety by Salvors, who institute a suit against the ship and cargo, the Shipowner, by the abandonment, puts an end to his contract of carriage, loses all claim to have the cargo placed within his possession to enable him to carry it on and so earn his freight, and all claim to be paid full freight out of the proceeds of the cargo, if sold by order of the Court. Nor can the Shipowner have any claim for *pro rata* freight unless there be a new contract, express or implied, to pay the same; and if the Shipowner refuses to consent to a sale of the cargo by the Court, when applied for by the Salvors and Owner of the cargo, unless he be paid full freight, no such contract can be implied.—(The Kathleen, High Court of Admiralty, London, July 22, 1874.)]

WRECKED CREW AND WRECKAGE.

SIR,—1st. When a vessel is wrecked and Crew landed, is the Captain supposed to support the Crew after landing? 2nd. If any articles are saved from the ship and taken into the possession of the Receiver of Wreck, is the Receiver answerable to any person who may have given the Crew board and lodgings after landing? 3rd. If the Master brings ashore any article belonging to a wrecked ship, which he declares is ship's equipment, and leaves such articles in a house where he has been lodging, and the Receiver of Wreck takes possession of them, can the lodging-house keeper proceed against the Receiver for the support of the Master and Crew?—Yours, &c., SHIPWRECKED MARINER.

Westport, Feb. 2, 1877.

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[1st. The agreement having terminated with the wreck of the ship, the Captain is not compelled by law to support the Crew afterwards. 2nd. Wreckage cannot be detained for board and lodging of the Crew incurred after the loss of the vessel. 3rd. The Master's own private property might be retained, but the lodging-house keeper would have no lien on the salvaged wreck.]

SALVAGE AGREEMENT WITH CREW.

SIR,—Our Owners received a sum of money as Salvage, and agreed to pay us one-half, according to our rate of wages, which they have not done. Are the Owners liable for breach of agreement? A SEAMAN.

Dover, Jan. 30, 1876.

[An agreement with the Master of the ship would not bind the Owners; but if the Owners agreed to pay the Crew one-half of the amount received by them, and proof of the same can be adduced, the Crew might proceed to recover the same, if the aggregate amount of Salvage exceeds 200*l.* in any Court having Admiralty jurisdiction, under Sec. 498 of the Merchant Shipping Act, 1854. If the total sum awarded for Salvage is under 200*l.*, application may be made to the Magistrate under Sections 460 and 461 of the Act of 1854, or Sections 49 and 50 of the Act of 1862.]

OWNERS AND UNDERWRITERS OF WRECK.

SIR,—A and B own a small coaster in equal shares. A is not covered by insurance, and B insures, against total loss only, for 100*l.*, valued at 800*l.* Should the vessel on stranding be condemned or go to pieces, and the wreck be saved and sold, how would the net proceeds be divided? Is the writer's view of the case correct, viz., that A would be entitled to one-half, B to one-sixth, and the Underwriters to one-third of the Salvage? Is a Master's deposition before a Receiver of Wreck sufficient proof to recover insurance when a vessel is lost in England, or must a protest be noted and extended? X. Y. Z.

Bristol, May 18, 1876.

[If the vessel is a constructive total loss, the Underwriter who takes the risk for 100*l.* on our Correspondent's half share of the vessel would be entitled to the benefit of salvage. If the policy admits the half share to be 800*l.* value, and the Underwriter agrees to pay a third of that value in the event of the loss of the ship, he is entitled to his proportionate share of the proceeds of the salvage, or one-sixth of the proceeds, and the insured to two-sixths, the three-sixths being the property of the holder of one moiety of the vessel. The Payment of insurance claims does not depend on a Master's deposition before the Receiver of Wreck, or a protest. If the facts are known to Underwriters by authenticated reports in the *Shipping and Mercantile Gazette*, confirmed by their own Agents, they may not require any further evidence of a loss. In the event of a dispute, followed by an action at law, it would rest with a claimant to prove the loss, in which case personal evidence could be supplemented, if necessary, by the deposition, a certified copy of which can be received in any Court as *primâ facie* evidence of the statement contained therein.—(See Section 449 of Merchant Shipping Act, 1854.)]

TUG'S CREW.

SIR,—On Friday, the 7th ult., we were engaged on board a tug for the purpose of rendering assistance in case of emergency, and, on proceeding to sea, fell in with a French schooner in a leaky condition and requiring assistance. We left the tug and proceeded on board the schooner, and arranged with the Captain, who engaged our services and agreed to pay the sum of 100*l.* to assist in bringing the ship into a Port of safety. We then proceeded to Harwich, and left

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her safe in harbour. While proceeding with the schooner we unfortunately lost our smack's boat, but on being supplied with another belonging to the smack Ranger, we proceeded to sea again immediately. Perceiving a ship on the Shipwash Sand we went to her, and were instrumental in saving the lives of nine men belonging to the Crew, and landed them safely at Harwich. The 100*l.* was duly paid, when the Owner of the tug offered us one-fourth of the amount; but at last gave us the third, which we consider altogether inadequate for the services rendered, we being justly entitled to a moiety of the same, as we have always had on previous occasions. It having been reported that the Crew of the Hunter, whose lives were saved through the instrumentality of the Volunteer's Crew, were supplied with provisions by the Owner of the tug, we beg most distinctly to state that such statement is incorrect, as the shipwrecked Crew were supplied entirely by the Crew of the Volunteer.

CREW OF THE SMACK VOLUNTEER.

Harwich, Feb. 8, 1876.

[The Crew of a smack were engaged to go out on a Salvage service without previously entering into an agreement as to the share of remuneration they were to receive. The Crew say they had been accustomed to receive between them one-half of the amount paid to the Owner. Considering that the smacksmen lost their boat on this occasion the distribution was inequitable. In cases quoted in our columns, where the Salvage has been divided into thirtieths, the Owner has received ten shares, the Master seven, and the Crew the remaining 13, after deducting any losses of gear incurred by the Tugowner; but in this case the boat should be allowed for.]

SERVICE ON BOARD A TUG.

SIR,—On the 16th of January a loaded steamer stranded a little south of this Port. I, with others, proceeded along shore to look for a job, as also the Master of the Britannia tug, who had gone on board by the Pilot's boat, and he sent me a message on shore to go back to the harbour and inform his Crew to get up steam and come out as soon as the flood made, as he had got an agreement to tow the steamer off for 50*l.* I did as desired, and also went out with the tug to assist in lieu of an extra man who is usually employed on such special occasions. The steamer was successfully floated, and the Crew of the tug were each paid 1*s.* per pound of the 50*l.* as is ordinarily done, in addition to their regular wages, whereas I am only offered 5*s.* I lost the chance of earning a guinea the same as other men received who were employed salving the cargo. What would be reasonable compensation for my services?—Yours, &c.,

Blyth, Feb. 9, 1877. A WORKING MAN.

[Our Correspondent acted as a messenger, and would therefore be entitled to a share in the Salvage award as one of the salving vessel's Crew. If our Correspondent estimates the value of his services by the remuneration he lost, and there is a refusal to pay him 21*s.*, he might apply to the Magistrates for Salvage.—(See page 4, *Maritime Notes and Queries*, Vol. I.)]

TUGS AND SALVAGE OF WRECK.

SIR,—A large ship was wrecked at the back of the Isle of Wight this week, laden with wool, flour, &c. I sent my tug and 12 men out three days, and they succeeded in picking up at sea 90 sacks of flour, 12 bales of wool, and a small quantity of loose wool. What Salvage am I entitled to? G. D.

Cowes, March 8, 1876.

[The flotsam should be delivered to the Receiver of Wreck, and Salvage would be due. The old rule was to allow a moiety of the value, but the Courts settle these questions now in accordance with the risks encountered. The County Courts having Admiralty Jurisdiction may determine the case if the claim is under 300*l.*, or the value is under 1,000*l.*]

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LIFEBOAT'S CREW.

SIR,—A vessel in distress on this coast makes signals for assistance, and a lifeboat is launched, but, from the force of the wind and tide, cannot reach her. Some time after a steamtug comes out and tows the lifeboat up to the vessel, when she is employed to take the Master of the tug on board. The tug's services are accepted, and the vessel towed into safety, but the Captain refuses to take the assistance of the lifeboat's Crew, who return to the shore. The services of the tug are settled for, and now the lifeboat's Crew institute a claim against the ship. Can they substantiate one when their services were declined over and over again by the Captain? The boat being a National Lifeboat Institution one, the Crew have sent in a return to that institution that they have performed a Salvage service by communicating between the tug and the ship, and, as they say, by so doing saved ship, cargo, and Crew. AGENT.

Ramsgate, Feb. 17, 1876.

[The Crew of the lifeboat would have a claim for Salvage, from the fact that they contributed to the service, if it could be proved that the Boatmen acted in concert with the tug, and effected a communication between the steamer and the vessel in distress, or in any way acted as co-Salvors.]

LUGGERS AND SALVAGE SERVICE.

SIR,—A little before 10 P.M. on the 2nd of December we saw signals of distress (rockets and guns) fired in the direction of the East Goodwin Light. We directly launched and manned our boats, and at great risk boarded the tug Agincourt, and proceeded in the direction we saw the rockets go up. As we approached the sands we saw a barque on shore, but before we got there she came off, owing to the tide flowing. We boarded her, and found her to be the Hamburg vessel Mikado, from Hamburg, bound to China. We got on board and offered our services to take her clear of the sands and to a place of safety, which he refused. We left the ship, but remained by and watched her, as we expected to see her go ashore again on the North Sand Head. I ask you if we can claim anything for our trouble; if so, in which way can we get it? When we launched our lugger it was blowing strong from S.S.W.—Yours, &c., HENRY SPEARS,

Deal, Dec. 9, 1876. E. ERRIDGE.

[The Crew of the lugger, having launched their boat and put off in answer to the signals, are entitled to remuneration for their services; but if the Owner of the ship does not reside in the British Dominions, or cannot be sued in a British Port, they would have to make their claim in Germany. The law is explained at pages 47 and 200, *Maritime Notes and Queries*, Vol. I., and page 60, Vol. II.]

SAILORS AND CO-SALVORS.

SIR,—On Sunday, Nov. 14 last, the Officer in charge of a steamtug accepted the services of three Sailors, and in the absence of the Master proceeded from Newhaven Harbour to an iron barque, laden with coals, lying off Rottingdean in distress, and, with the steamtug belonging to this Port, succeeded in getting hold of the vessel and towing her into Ramsgate. When off Newhaven Harbour on Monday morning we were informed our services were no longer required, and came ashore in the lifeboat. The Captain of the tug was not on board, and, as the coast was known to us, the Officer in charge wished us to take charge of the tiller, which we did the whole time while on board. What share of Salvage are we entitled to? THREE SAILORS.

Newhaven, Jan. 29, 1876.

["Three Sailors," if not settled with, or allowed a share in the Salvage paid, may institute a Salvage suit and arrest the ship. As to the share which they may be entitled to, that would depend upon the time engaged, the risk encountered, the value of the services, and the amount of property saved from imminent danger. The sum paid to the Tugowner would serve as a guide in forming an idea of the service rendered.]

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SALVAGE TO MATE AND ENGINEER.

SIR,—A steamer picked up a schooner, and towed her to Milford. Out of the Salvage the Chief Engineer is awarded 150*l.* What quota is due to the First Mate, who took charge of vessel and brought her into Milford?—Yours, &c.,
Londonderry, Oct. 7, 1876. FIRST MATE.

[The Mate who took charge of the vessel and brought her into Port should have a larger share of the sum awarded as Salvage than an Engineer, who merely formed one of the Crew of the salving ship. Any Court having Admiralty jurisdiction may, in case of dispute, apportion the Salvage if it exceeds 200*l.*—(Section 498, Merchant Shipping Act, 1854.)]

MATE IN CHARGE.

SIR,—What would you consider a fair remuneration as Salvage for services rendered to the vessel alluded to in the *Shipping and Mercantile Gazette* of the 15th inst., the value of the said vessel, including cargo and freight, being estimated at about 8,000*l.*?—Yours, &c., MATE.
Newquay, March 19, 1877.

[Our Correspondent took charge of a ship on board of which fever raged, and therefore imperilled his own life. "Risk of life incurred in rendering Salvage service greatly enhances the reward."—(The Littlestone *v.* the Eliza Hart, Admiralty Court, June 14, 1856.) A liberal reward should be given to our Correspondent, but a question might arise as to whether the Master and Crew of the salving ship who put him on board might not also have a claim, and therefore we can hardly answer the question as to the Salvage percentage.]

SALVAGE AND SEAMEN'S CLAIM.

SIR,—I was Mate of a barque which picked up a derelict and left her in charge of the British Consul at a Spanish Port for Salvage. Our voyage is finished, and we asked the Shipping Master, if we signed clear, whether we were still entitled to claim Salvage. He was not sure, and so we declined to sign clear. The ship is fixed for the Baltic. Will it stop her, and can the Owners come upon us for stopping her? The Owner offered the following as guarantee, which a solicitor told us was no use:—"I hereby certify that the Crew of the —— have received their wages independent of Salvage Claims." We have taken some of our wages and refused to sign clear. 800*l.* is in the Owner's hands by report of the Ship's Husband.—Yours, &c., J. A. H.
South Shields, Sept. 11, 1876.

[The Crew cannot, by signing clear, forfeit their claim for Salvage.—(Sec. 182, Merchant Shipping Act, 1854.) Seamen cannot stop a vessel they are employed in for Salvage services rendered to another ship.]

SALVAGE AWARDED BUT UNPAID.

SIR,—Eleven of us saved a ship by getting her into safety from a rock. We joined together and got a writ on her Master for Salvage, and the vessel was sold by auction. The solicitor has paid ten of us, but left me without payment. He says that he has paid every farthing. As my name was down in the notice, as the others, from whom can I obtain payment? I am only a poor man.—Yours, &c.,
Portinllaen, Jan. 4, 1877. SALVOR.

[If the solicitor received moneys on account of our Correspondent, and has not accounted for the same, he may be proceeded against in the County Court as for moneys had and received.]

DUES AND CHARGES ON SALVAGED CARGO.

SIR,—1. If a ship and cargo be stranded six miles from a harbour, and if the cargo is salved at great expense and brought into the harbour and re-shipped to its destination, has the Executive any right to demand Harbour Dues on such cargo, in addition to wharfage charges and Customs Dues? 2. A ship is stranded at Greenway, between Newhaven and Shoreham; the district of the Newhaven Collector of H.M. Customs does not reach the wreck, but the Newhaven Lloyd's Agent's district goes beyond it, so that the ship is in the district of the Shoreham Collector, and it is at the same time in the district of the Newhaven Lloyd's Agent. The Newhaven Lloyd's Agent saves the cargo by means obtained at Newhaven, brings it to Newhaven as the most convenient landing-place, pays Wharfage Dues, and re-ships the cargo for its destination. Are the Underwriters of that cargo bound to pay Harbour Dues on it to either harbour—Shoreham or Newhaven—and are they liable to pay Harbour Dues and Light Dues, &c., to both harbours if the Executive demand it? THOMAS HOLDER.
Newhaven, Feb. 16, 1876.

[1st. If the salvaged cargo is taken into a harbour, the authorities would be empowered to charge Harbour Dues, and if the goods were placed on a wharf, the Owner of the wharf would be entitled to demand Wharfage. The fees of the Receiver of Wreck would also have to be paid. 2nd. The Harbour Dues could only be exacted at the Port where the goods were landed, and the limit of a Customs district has nothing whatever to do with local harbour rates. Light Dues are leviable on ships and not on cargo—(Section 396, Merchant Shipping Act, 1854). It may be a question whether Light Dues could be recovered from the Owner of a vessel wrecked six miles off the Coast. At all events the dues could not be charged twice over, and if paid at one Port they should not be collected at another.]

SALVAGE OR TOWAGE.

SIR,—A steamer in which we were serving lately picked up in the Firth of Forth a laden foreign barque, with all her Crew on board. The vessel was labouring in a heavy easterly swell, the wind almost calm. Her foremast, maintopgallantmast, jibboom, gear belonging to the same, and the headsails were all gone. The vessel was making no water, and the Crew required no assistance, while the vessel would have been quite manageable, we dare say, had there been more wind. Our Captain agreed with the Master of the barque to tow him to a place of safety for 150*l.*, which we did with much difficulty and risk, after a tow of 10 hours, and breaking two or three tow-ropes. 1st. Is this not a case of Salvage? 2nd. Are not the Crew entitled to a share of the 150*l.*; and 3rd. If so, to what extent?—Yours, &c.,
SOME OF THE STEAMER'S CREW.
Leith, Jan. 18, 1877.

[We doubt whether a vessel in a calm in the Firth of Forth, and only requiring a tug, could be considered to have been in distress. If the ship was in actual distress the service would be one of Salvage; but after allowing for replacing hawsers and the share due to the steamship, there would not be much to distribute among the Crew. If the contract was for Towage only, the Crew would have no claim.—(See distinctions between Towage and Salvage explained at pages 47, 158, 159, and 207, *Maritime Notes and Queries*, Vol. I.)]

TOWAGE AND SALVAGE.

SIR,—We had a screw steamer chartered to take a cargo of coals to a Port in the Baltic, and, in addition, we agreed to tow out a steam dredger, with a Crew on board, to the same Port (sea risks excepted). In towing up the Baltic the dredger was run into at night by a strange vessel, and the Crew shouted out they were sinking. The steamer's boats having gone to their assistance, and finding the dredger filling rapidly by the bow, they took off the Crew and cast the dredger adrift, but lay by till morning, when the dredger was found still floating, but with bows under water. The steamer then attached warps to the dredger's stern and towed her that way to a neighbouring island to beach her. In doing so the Pilot who was employed beached the steamer, and she filled and sank, and the dredger sank alongside. The steamer was raised and repaired at a heavy expense, and a delay of several months. The

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dredger was also raised and taken to a Port to repair. We have claimed Salvage on the ground that when the dredger was rendered unseaworthy, and deserted by the Crew, our agreement to tow was at an end, and the operation became a Salvage one, which resulted in our saving the Underwriters of the dredger a loss of several thousand pounds, in doing which we lost a large sum ourselves. The Underwriters, however, refuse to acknowledge our claim. In your *Maritime Notes and Queries* you say that, "If in the course of being towed an accident happen to the vessel in tow, and she is in distress or danger, the service would be converted from Towage to Salvage." Is there a decision on this point?

Leith, Jan. 20, 1876. SHIPOWNERS.

[The Admiralty Court have adopted this guiding principle in the Steadfast, Feb. 22, 1837; the William Brandt, junior, July 15, 1842; the Chancellor, April 4, 1853; the Kingaloch, Feb. 20, 1854; the Princess Alice; the Kilby, Feb. 23, 1853; the Medora, May 4, 1853. Likewise the Judicial Committee of the Privy Council in the case of the Minnehaha, Aug. 2, 1861; and in more recent cases, all of which were reported in the *Shipping and Mercantile Gazette*.]

PILOTAGE AND SALVAGE.

SIR,—In the *Shipping and Mercantile Gazette* of the 3rd inst. there is a letter from the Master of the Jeune Eugene, of Nantes, requesting answers to three questions, the second of which is—"Have the Custom-house authorities, through the orders of the Pilot, a right to detain a vessel?" Your answer states they have not, unless by an order from a Court. No doubt, as the question is put, your answer is correct; but was it not as "Receiver of Wreck" that the "Custom-house authority" (Collector) detained the vessel, and had he not authority under the 468th Section of the Merchant Shipping Act, 1854, on receiving proper declaration from the Salvor?

March 4, 1876. A RECEIVER OF WRECK.

[We were not asked the question whether the Receiver of Wreck could detain a vessel under Paragraph 1 of Section 468 of the Merchant Shipping Act, 1854, which states that if Salvage is due in respect of services rendered in assisting any ship or boat, or saving the lives of persons belonging to the same, he may detain a ship or boat and the cargo until Salvage is paid, or process has been issued in some competent Court for such detention. The Receiver of Wreck would, under that section, have power to detain a vessel; but no Pilot could give orders to Custom-house authorities to do such an act. The order for stoppage would have to proceed from the Receiver of Wreck.]

LIFE SALVAGE.

SIR,—A small vessel belonging to me went ashore and became a total wreck. Some of her material was salved. The Crew were taken off by a coble and a volunteer Crew. Have they a claim against the Owner for saving life, and can they attach for their claim any of the salved wreckage, the same being perishable? A SUBSCRIBER.

Wick, March 11, 1876.

[The Salvors of life would have a claim on the wreck, and the Receiver of Wreck would be empowered to hold it, subject to a Salvage Bond being given or the claims being paid. The Owner of the goods should not sacrifice the same, if perishable, for he should settle the claim.]

LIFE SALVAGE—FOREIGN SHIP'S CREW.

SIR,—A friend of mine rescued the Crew of the Christine, which was in a sinking state last winter, and landed them safe at Gloucester; and as similar acts of kindness are rewarded by their respective Governments, I think the above case deserves notice. What mode of procedure may I take to obtain for him some recognition for such services?—Yours, &c., A SHIPMASTER.

Aberporth, July 10, 1876.

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[If the ship was totally lost, there could be nothing to attach on a claim for Life Salvage. The ship was foreign, the Crew were foreign, and, therefore, if the State to which the vessel belongs (Netherlands) should decline to remunerate the British Crew for their services, an application might be made to the Board of Trade.]

SURVEYORS' FEES.

SIR,—A vessel is sold by order of the Marshal of the Admiralty Division of the High Court of Justice, and six months after the bill of sale has been given an application for fees and expenses from the Board of Trade is made to the present Owner of the ship for surveys made some time previous to the sale in the Admiralty Court. Now, as the Board of Trade neglected to send in their account before the vessel was arrested and sold, have they any legal claim on the present owner, or on the vessel, for a debt contracted when she belonged to other parties. If the Board of Trade can arrest the ship after such transfer, there must surely be some default in a bill of sale from the Marshal of the Admiralty Division of the High Court of Justice?—Yours, &c.,

Jan. 8, 1877. SHIPOWNER.

[Under Section 10 of the Merchant Shipping Act, 1876, the fees are recoverable as Salvage; and as Salvage gives a lien on the vessel, the ship might be followed for payment.]

SALVAGE OF DRIFTING CRAFT IN PORT.

SIR,—On Sunday, the 30th inst., six craft were drifting with the tide in mid-channel between London Bridge and Wapping. No person was on board either of them. Three of the craft were laden—one with jute, about 50 tons; one with lead, about 15 tons; and one with leakage in casks, about 4 tons. Can I claim Salvage for the goods on the vessels, I having boarded them, and, with assistance, taken them to a place of safety?—Yours, &c., DAVID FINNIS.

London, July 31, 1876.

[The persons who rendered assistance would be entitled to remuneration for their services in saving the property from probable loss. In the case of the John-a-Keel, Admiralty Court, July 31, 1854, where a craft was drifting down from Hull Old Harbour towards the Humber with no one on board, and a man seized her with a boat-hook and made her fast again, the Court allowed 20*l.* in the name of expenses. The Cyclone, Sidney to London, in entering the London Docks, got into collision and drove up the river. Two tugs towed her free; award, 25*l.*—(Admiralty Court, June 5, 1856.) The Silence was towed ashore in Woolwich Reach after having been in collision, and on March 16, 1855, the Admiralty Court awarded 120*l.*]

PROPERTY FOUND IN A WRECK.

SIR,—I bought a vessel that was stranded, and the conditions of sale were—"the vessel and all attached as she then lay, with the exception of a few tons of pig iron" (which was afterwards discharged). The diver in discharging the remainder of the pig iron came across a pair of opera glasses and a quadrant, which the diver will not give up. Can I lawfully claim them? If not, whose property are they? A SHIPMASTER.

Feb. 7, 1876.

[If they belonged to the seller of the wreck, they would belong to the purchaser; but if they were the property of the Master, he could claim them on paying Salvage.]

STEAMER'S VALVE OPEN.

SIR,—I am Second Engineer in the Prince Soltykoff (s). On Tuesday last, as I was leaving the ship, the Manager of the Vesta (s) called me and said—"For God's sake come and see what is the matter with our ship, she is sinking." I went and found the ship fast settling down, owing to the main discharge valve being open and the circulating pump

opened out. At this time the ship was loaded. I did all that was necessary, and saved the ship. Can I not claim for my services? What do you consider I am entitled to? Who should I claim from—the Underwriters or the Ship's Husband?—Yours, &c., ENGINEER.

Newport, Aug. 16, 1876.

[If our correspondent, by his skill and timely service, saved a valuable steamship from sinking, he would be entitled to liberal remuneration; and if the sum offered is not considered adequate, proceedings may be taken against the Owner of the ship in the nearest County Court having Admiralty jurisdiction.—(See letter in *Shipping and Mercantile Gazette* of Aug. 4, and leading article of Aug. 7, 1876.)]

SHORT DELIVERY.

BILL OF LADING QUANTITY AND INVOICE.

The question of short delivery, which, of all others, is the most perplexing that a Shipowner has to deal with, received some further practical elucidation in the case of "WILKIE *v.* STEVENSON," in the Queen's Bench, on the 11th of April. Disputes often take place as to the relative liabilities of Charterers, Shippers, or Consignees, with respect to deductions from freight for alleged differences between the Bill of Lading quantities and the weights ascertained on delivery. In the Coal Trade the Charterers are generally speaking, Agents who hire ships on account of Merchants in foreign countries, and they mostly stipulate that their liabilities for everything done before or after shipment shall cease. They are men who step in between buyers and sellers, and who desire to cast off from themselves all responsibility for short shipment or deficient output. They leave Shipowners to trust to the honour of the Shippers of the cargoes on the one side and the Consignees on the other. If the weights are wrong, they leave the Shipowners to settle the affair in the best manner they can. The Shipper of the coal may be a Merchant or the proprietor of a colliery, and it is the common practice to insert a condition in the Charter-party that the Master of a ship shall sign Bills of Lading for weight "as customary." The Bills of Lading make the freight payable on the quantity delivered, and therefore the Receiver obtains possession of the cargo ton by ton as discharged, and the lien for freight or Demurrage is lost when the cargo is parted with. The weighing is done by persons not appointed by or in the pay of the Master of the ship; and if the total weight differs from that expressed in the Bills of Lading, the Consignee refuses to pay the freight unless he is at liberty to strike off the value of the declared short delivery. At the Welsh Ports the coals are brought down in trucks containing from six to ten tons, and these are weighed on a beam-scale, and then tipped into a shoot in which two screens are placed. The small coal or dust falls to the ground, and in making up the Shipping Note the quantity of waste is roughly estimated. This estimate may or may not be correct. The weighing on the intake is therefore in large quantities, but in delivery, where there are railway machines, another system is in operation. Horses and carts, or trucks, may be weighed and tared, but accuracy is not always guaranteed. In December 1874, a Steamship Owner stated, in the *Shipping and Mercantile Gazette*, that he, on weighing some coal at a Welsh Port to test the accuracy of a machine, made the discovery

that it was wrong to the extent of half a ton in a given load. He pointed this out to the railway company, and, after an inspection, the machine was condemned. Some singular discrepancies in the weighing machines at Continental Ports have also been reported. It would appear, therefore, that, with every disposition to deal fairly, there may be mistakes on shipping or on delivering the coal; but we cannot call to mind any instance of over delivery in Spanish Ports. Short delivery is the rule in Spain, for the coal is taken away in barges and afterwards weighed. At some Continental Ports no claims are made on Masters of ships for short delivery, as the Bill of Lading quantity is usually discharged; but at other Ports, from whatever cause it may arise, the intake quantity is never found. Weighing machines which are worked for years and never adjusted cannot possibly denote accurate contents. It may be judged from this brief outline that the Shipowner is placed in a most disadvantageous position when Merchants form a tribunal and sit in judgment on the usages of trade. The difficulty the Shipowner has had to strive against, however, is the fixing of responsibility on the party made liable under the contract to refund the sums deducted from freight for the alleged value of the coal said to have been short delivered. Suppose, for example, the cargo is in reality short shipped, who has to pay the Shipowner for the amount stopped out of the remuneration payable for the carriage? The Charterer endeavours to screen himself from liability, and the Shipper produces the weigh note. The Bill of Lading makes the freight payable on the quantity delivered, but the Consignee insists that all the coal has not been produced by the Master of the ship. In "WILKIE *v.* STEVENSON," above referred to, the Shipowner sued the Consignee for freight on the quantity delivered, and the latter set up, by way of counterclaim, the payment of the price which he had paid to the Shipper in consequence of the Bills of Lading setting forth that sixty tons more were shipped than were delivered. The Consignee bought the quantity of coal stated in the Bill of Lading, and contended that the Master was a party to the wrong inflicted upon him by certifying that he took on board his vessel sixty tons more than were actually shipped, through a mistake or otherwise in the instrument on which, in perfect good faith, he (the buyer) had relied. The Court decided in favour of the Shipowner, on the ground that the Consignee was not damnified by the error in the Bill of Lading, because he was only bound to pay the Master of the vessel the freight on the quantity delivered. The Consignee, the Court held, paid the seller the excess in his own wrong, and he could not set it up against the Shipowner. This means that, when the Master of a ship is bound to sign Bills of Lading for aggregate weight which he has not the means to verify, the Shipowner must not be made the victim of a miscalculation flowing from a contract as to quantities approximately arrived at by two different sets of apparatus, meters, or labourers. This judgment differs only from former decisions in the line of defence adopted.—*April* 25, 1877.

BILL OF LADING QUANTITIES.

Short delivery of cargo seems to engage more of the time and attention of County Court Judges than

any other claims entertained by them. The decisions arrived at by some of these Judges appear, however, to be opposed to the law as laid down by the House of Lords, by the High Court of Appeal, and by the Superior Courts in England, Ireland, and Scotland. We reported a case the other day in which a County Court Judge held that a Bill of Lading, signed by a Master for a given quantity of coals, was conclusive against the Shipowner. On June 5, 1873, we showed in these columns, by sundry cases, that the Shipowner was not prevented from proving that all the cargo received was delivered, notwithstanding the weight expressed in the Bills of Lading might differ from the quantity discharged. The article to which we refer was reprinted in *Maritime Notes and Queries*, Vol. I., page 50, and at pages 136 and 177 the actions of the "Merchant Shipping Co. *v.* ARMITAGE" and "ROBINSON *v.* KNIGHT" are fully commented upon. These cases have so completely established the rule of law that a Bill of Lading is not indisputable evidence as to weights or measurements, that we feel surprised that the Judges who preside over County Courts do not make themselves acquainted with the facts. Since we last summarised the decisions of the higher Courts, several other causes have been tried, and on a careful study of them we find they all coincide with the dictum laid down by the House of Lords in "M'LEAN *v.* FLEMING." A couple of these later cases will suffice to show the state of affairs. In "BLANCHET *v.* POWELL'S Llantwit Collieries Co.," Court of Exchequer, February 13, 1874, before Barons BRAMWELL, PIGOTT, and CLEASBY, the Court held that the whole freight named in the Bill of Lading is payable to the Shipowner carrying a cargo under its stipulations, although a less quantity of goods than that named in the Bill of Lading be delivered, if the quantity delivered be no less than received by the Shipowner. A question was mixed up in this case as to a lump sum for freight, but that alone did not involve the whole issue. The *Christopher Columbus* was chartered to convey a full and complete cargo of pitwood from Cardiff to Lorient, and in the Bill of Lading the Master acknowledged to have received 256,782 kilogrammes, for the carriage of which he was to receive 3,441 shillings. According to the law of France, where the contract was made, the freight was payable notwithstanding a part only of the goods was carried and delivered; therefore, in the case of a Bill of Lading executed in France, it would be immaterial whether or not the Shipowner received the full quantity named therein. The 18th and 19th VIC., c. 111, Section 3, declares that "every Bill of Lading "is conclusive evidence of the shipment as against "the persons signing it." The Court, however, ruled that "if the contract had been to deliver, say, ten "horses and ten cows, it would have been different. "But the Statute does not apply to measurements, "which vary infinitely from many causes, so that it "would be quite unreasonable to maintain that the "Captain is estopped from saying that a measure-"ment is not accurate." Judgment was given for the Shipowner, who proved that he delivered all that was put on board his ship, and he recovered the entire freight as per Bill of Lading, although, as alleged, the quantity delivered was only 217 tons, whereas it should have been in excess thereof. The seller weighs or measures the goods, and then inserts the weight or measurement in the Bills of Lading, which the Master is called upon to sign. The goods are then delivered to the buyer, whose interest it is, as payer of the freight, to lessen his expenses as much as possible. Suppose, however, the quantities are ascertained by honest men, it does not follow that the Meters or Measurers in two countries will give the same results; and where the Meters or Measurers are specially engaged by the Merchants, or the weighing machines are under or within their control, it too frequently happens that the Shipowner is called upon to pay for short delivery, besides losing his freight on the difference between input and output. Unless the Master of a ship can engage his own Meters both in loading and discharging, the Shipowner ought not —and the Superior Courts have decided that he shall not—be responsible for unaccountable discrepancies. The other case we shall give by way of illustration is that of "BIDDULPH *v.* BINGHAM," Court of Exchequer, February 13, 1874. A vessel was verbally chartered to load a cargo of iron at Glasgow and convey the same to Swansea. The seller's Agents weighed the iron, and then gave the Mate a note to sign certifying that he had received 330 tons. On discharge it was alleged that there were three and a half tons deficient. The Mate's receipt was forwarded to the Merchants at Swansea, and the latter took delivery under it. The Receivers of the cargo made a claim upon the Shippers for the three and a half tons short delivered; but on declining to repay the amount demanded, the holder of the Mate's receipt entered an action in the County Court against the Shipowner for the value of the iron and the freight on the weight not delivered. The County Court Judge held that the plaintiffs were entitled to recover from the defendants the price of 3 tons 3 cwts., thus allowing 7 cwts. for rust and sand. Against this decision the Shipowner appealed to the Court of Exchequer, and the learned Judges reversed the judgment of the Court below. "If," said Baron BRAMWELL, "the plaintiffs have paid more money "than was due by them upon the faith of the receipt, "they may recover it, so that no damages are attri-"butable to any act of the defendant." The other Judges concurred, and the effect of the judgment was that the Shipowner was relieved from the order made upon him by the County Court Judge to pay for the value of the iron alleged to have been short delivered; but as the freight was payable on the output, the remuneration for the carriage of the three and a half tons was not allowed. We have been frequently asked to whom a Shipowner should look in the event of the Bill of Lading holder deducting the value of cargo said to be short delivered, and "BIDDULPH *v.* BINGHAM" confirms our belief in the answers we have frequently given. Freight is due, ton by ton, on the delivery of cargo; and unless there is a stipulation to pay otherwise, the goods should not be parted with until the carriage is paid. If this practice were acted upon, there could be no deductions from freight for short delivery. Clearly the Shipowner should not be victimised between buyers and sellers, and he would not be if he could have his claim heard in a Superior Court of the United Kingdom. It unfortunately happens, however, that these causes are taken in County Courts, and some of the Judges in those Courts are not well versed in Maritime Law. It would appear that if Brokers act in

this country as Charterers, and stipulate that their liabilities shall cease on the shipment of the cargo, whether the cargo as stated in the Bills of Lading be shipped or not, they are free from liability (the "*Sydenham*, N.S. County Court," in our impression of May 20). By this interpretation of a contract, a person here acting for another abroad may put on board a vessel considerably less than the weight given in the Bills of Lading, and not be made accountable for acts done before the sailing of the vessel. He engages to ship a full cargo, and if he does not do so no claim can be made upon him. The Charterer's liability is to cease on the shipment of the cargo; and although he does not ship the entire cargo, the Shipowner is told by the Judge to proceed against the Consignee abroad, who does not receive the quantity stated in the Bill of Lading, for the balance of the freight. If this is law, we cannot designate it by the name of justice; and we should like the opinion of a Superior Court on the point.—*June* 8, 1876.

PATENT FUEL.

A test action was tried at the Glamorganshire Assizes (see report in the *Shipping and Mercantile Gazette* of "WILKIE *v.* STEPHENSON," August 8) which materially affected many other cases, and involved the question of short delivery on a cargo of patent fuel. A ship was chartered to load a full and complete cargo of fuel in the East Bute Dock, Cardiff, "in the customary manner." It was said to be "customary" at Cardiff to load from lighters alongside, and a certain number of blocks—about ten—in each craft were weighed to arrive at the total tonnage. It was assumed that the ten taken by way of parity would give a fair average of each lighter-load. After ascertaining the weight of ten blocks, the rest were tallied on board by twenties, and chalk marks were made to keep account. The aggregate weighings were calculated at 1,403 tons; but it appeared that out of sixty-six lighter-loads the cargo on board four had not been tested by samples. It was stipulated in the Charter that the Captain was to sign the Bills of Lading for the quantity shipped, and he therefore signed for 1,403 tons. This average system of weighing, it was alleged, could not be correct, for there was a difference of six pounds in the weight of ten blocks as compared with another like number; and one witness asserted that he had known a disparity of twenty pounds between two sets. On discharging the cargo at Ancona, some of the blocks were found to be broken, and the weighing showed that the output was 1,341½ tons, thus making the delivery to be no less than 61½ tons short. The receivers of the patent fuel refused to pay the freight on the quantity said to have been short delivered, and the Shipowner was compelled to resort to law in order to recover that which he deemed himself entitled to. We take it for granted that the ship could have stowed 1,403 tons of the fuel, and, if so, that would be the measure of a "full and complete cargo" under the Contract of Affreightment. No mention is made of "dead freight," or whether the freight was to be paid on delivery at per ton or on the quantity shipped. The Agents for the Charterers who shipped the fuel at Cardiff endeavoured to prove that the weight as inserted in the Bills of Lading had been put on board ship, and

rebutting evidence was produced to show that all the cargo shipped at the loading Port had been discharged. Baron CLEASBY, in noticing the theory of the defence—that there might have been a mistake in the Bills of Lading through the averages, observed that an error of this description would hardly assume such a large percentage, and, in point of fact, said his Lordship, there must have been an error if all that had been shipped was duly delivered. The jury found a verdict for the plaintiff Shipowner, the foreman stating that they were of opinion an error had taken place, for it was impossible that the quantity described in the Bills of Lading could have been placed on board the ship. It often happens in these cases that the Consignees not only deduct the freight on the quantity short delivered, but withhold settlement until the Masters of ships consent to strike off the value of the goods said to be missing. The defendants, however, in the cause above referred to, made a counterclaim in Court for damage done to sundry blocks of the fuel, and also for the price of the quantity not delivered at the Port of discharge. As regards breakage, there will generally be more or less of it in cargoes of patent fuel; and the jury in their finding pronounced as against the Bills of Lading, for they held them not to be binding. If this case is to govern others, there may be more litigation in store for the Shipowner on points of law. The jury have settled the question of fact by holding that 1,403 tons weight of patent fuel could not have been shipped at Cardiff in September last on board the *Kepler*, but the capacity of the vessel was not determined. If the whole of the cargo was correctly weighed at Ancona, and the total tonnage honestly arrived at, what was the quantity that filled the ship? Did 1,341½ tons comply with the Charter as to a full and complete cargo? These are points worthy of consideration, for on their elucidation other questions will be determined. By taking ten blocks of the moist fuel for arriving at the weight in each lighter, it might, perhaps, be clearly established that more than 1,403 tons were supplied; but if, instead of taking the blocks packed beneath others on shore and afterwards uppermost in the craft, ten blocks from the surface were selected, that method of computing total weights might give considerably less than the 1,341½ tons said to be the entire cargo of the *Kepler*. Patent fuel, when exposed to the atmosphere, we should say, must lose by absorption. Coal, when drawn out of the pit is heavier than when it has been subjected to atmospherical influences. Patent fuel is manufactured in several different ways; but in every instance the best is small coal, or coal dust. It is made into blocks by mixing it with tar or other substances, and one patentee carbonises the brick-formed pieces in retorts. The coal dust is kneaded with petroleum refuse, meal ground from several kinds of beans or potatoes, and manufacturing residuum. Moisture of some sort must, however, be used in every case; and the sun, or even the warmth of a ship's hold, or the wind at shipment and discharge may, by the process of drying, lesser the weight. One secret in the manufacture of patent fuel is to make the blocks so that they will not stick together by heat. In accomplishing this, by certain known processes, adhesion is occasionally sacrificed, and hence the blocks break or crumble in handling. A damp block, when shipped, will bear more knocking about than when dry on discharge. If, therefore,

SHORT DELIVERY.

the weight of patent fuel is to regulate the freight, the only protection the Shipowner has is to tally in the blocks and also check their delivery. There can be no room for dispute if, say, a thousand blocks are shipped and the like number are delivered. The seller's weights may be accurate, but they may not agree with the buyer's weights. The seller weighs his own cargo on shipment, and the buyer does the same on discharge; and yet it is expected that the two will be in accord. These short delivery cases give considerable trouble and annoyance to Shipowners, and we fear they will continue to do so until a better system prevails.—*August* 18, 1876.

COAL.

SIR,—A vessel was fixed on terms of Charter as per enclosed copy. When loaded, Bills of Lading were presented for signature by the Colliery Agents who supplied the cargo, having a specified quantity filled in as having been shipped. On the arrival of the vessel at her Port of discharge the Consignees elected to weigh out the cargo, and, on settling freight, deducted for 12 tons said to be short delivered. The Captain noted and sent home a protest affirming that he had delivered all he took on board. Is the amount so deducted recoverable, and who are the parties liable?—Yours, &c.,
Dec. 27, 1876. BROKERS.

[The Shippers would be the parties to sue, as the Bill of Lading, which was the contract to carry the coal, was made with them. The Charter-party stipulates that "the freight is to be paid on the quantity delivered, or at the option of the Charterer's Agent at the Port of discharge on the quantity shipped." The Agent had the right to weigh the coal out, but the Bill of Lading is not conclusive against the Shipowner.—(See page 59, *Maritime Notes and Queries*, Vol. I.)]

COAL CARGO.

SIR,—A screw-steamer was chartered on the form enclosed, to load at Cardiff. The coal was weighed at Bordeaux by the Sworn Weighers, and turned over 16 tons short, for which the Merchant stopped the value out of freight, at 11s. per ton. The Master, Mate, and Engineer swore before the British Consul that the ship delivered all the coal shipped at Cardiff. None of it was consumed in any way on the passage, nor retained after delivery. At which end must I sue for the freight stopped for short delivery?—Yours, &c.,
Nov. 13, 1876. AGENT.

[An Agent signed the Charter-party for a Coal Company and their receivers and managers, and the name of the Company is given by him under his own, and alleged to be "by authority"; but in the document is the following paragraph:—"It is further agreed that this Charter being concluded by the Company as Agents for another party, all liability of the former shall cease on naming the principals, whether living in England or abroad, or as soon as the cargo is on board, and this as well in respect of all matters and things to be done and performed before as after the completion of such shipment, the Owners of the vessel agreeing to look for payment only to the principals, the Captain having a lien on the cargo for freight, dead freight, and Demurrage." The Agent, it will be seen, describes himself as acting for the Charterers, who were also the Shippers of the coal and his principals; and in the body of the instrument the Charterers are described as Agents for another party. We are of opinion that such an agreement would not relieve the Agent in England, or the Shippers, or Charterers, of their liability for not fulfilling their contract, and in not putting on board the quantities stated in Bills of Lading. As to the relative liabilities of Agents and Charterers see page 59, *Maritime Notes and Queries*, Vol. I., and leading article in *Shipping and Mercantile Gazette*, Sept. 23, 1876). It is not said whether the Bills of Lading recited the Charter, but, if they did, the Master had a lien on the cargo for dead freight, and it is a question as to whether he might not have exercised the same.—(See pages 7, 26, 63, 129, and 138, *Maritime Notes and Queries*, Vol. I., and leading article in *Shipping and Mercantile Gazette*, June 8, 1876, as to the Law of Liens and "Short Delivery;" and "Coal Cargoes," at page 98, *Maritime Notes and Queries*, Vol. III.)]

WEIGHT OF FUEL.

SIR,—We chartered a vessel to load fuel from a Welsh Port, the Charter stipulating, "Captain to sign Bills of Lading for weight ascertained as customary." The fuel was brought alongside in lighters, certainly not more than 5 per cent. being weighed. The average was taken from that weighed, and Bills of Lading made out for weight thus ascertained. Upon discharging they make the output 40 tons less than the Bill of Lading quantity, and the Merchants in settling the freight deducted the value of the same. Our Captain and Officers made declaration before the Consul that all was discharged that was put on board. Can the Merchants claim for supposed loss? OWNERS.

[Patent fuel is tallied by the block, and a percentage of each load weighed. If that was done, we cannot understand how there could be such a discrepancy as 40 tons between the input and output. Coal, however, is fuel, and if this is intended, a short delivery of so large a quantity of coal is more intelligible. If the Shipper did not put on board the quantity stated in the Bill of Lading, he may be sued for the sum deducted from freight. The law on the subject of "Short Delivery" is explained at page 59, *Maritime Notes and Queries*, Vol. I.]

DECK CARGO AND SHORT DELIVERY.

SIR,—On my passage home from Quebec we encountered a hurricane, and the sea washed overboard some of our deck cargo (deals). Is the ship liable for the loss? Deck cargo is allowed by Charter. The Merchant also states we are short some lineal feet of timber, which he makes a claim for. I can prove that all we took on board was discharged. None was lost or destroyed, and the ship is paid by cubic measure as usual. By Charter, one-eighth of the cargo is to be deals, with sufficient deals and deal ends for broken stowage, as required by the Master. As broken stowage does not pay, I ordered as small a quantity as necessary. The Receivers of the cargo assert that the quantity is too small for the ship, stating that as many more deals should have been allowed for broken stowage. It is the custom at Quebec to pay lighterage on broken stowage only. This account I have, which agrees with my ordering of the broken stowage, yet the Receiver of the cargo refuses to admit this as evidence, because the Shipper advises the Merchant that he sent so many third quality of deals, which the Receiver of the cargo states could only be sent as broken stowage, although no lighterage was charged on them, nor were they ordered as broken stowage.—Yours, &c., A SHIPMASTER.
Shields, Dec. 5, 1876.

[We have answered several letters on the subject of the loss of deckloads.—(See pages 2, 3, 17, 57, and 165, *Maritime Notes and Queries*, Vol. II., and a leading article in the *Shipping and Mercantile Gazette*, June 14, 1876.) Deck cargo is carried at the risk of the Shipowner. A Shipowner has an insurable interest in the goods. The Owner of the goods cannot recover under a Policy, and also from the Shipowner. The Merchant would be compelled to pay the freight on the deals under deck as per Bill of Lading, and the Shipowner would not be liable for short delivery if he could prove that all he took on board was delivered.]

SHORT DELIVERY.

LOCUST BEANS.

SIR,—I loaded a cargo of locust beans at Bougie, and they were weighed in at the rate of 12 cwt. at a time. The Merchant is now weighing the cargo out one bag at a time, and the average weight is about 3 qrs. 24 lbs., and the cast of the scale every time on such a small quantity is, I think, unfair. Can the Merchant insist upon weighing out the cargo in such small quantities?—Yours, &c., J. J.

Feb. 21, 1877.

[If there is a dispute as to the actual weight delivered, and a claim is made for short delivery, our Correspondent should resist any deduction from freight, and have the cargo weighed over again in 12 cwt. at a time, the cost to fall upon the party ultimately liable.]

JETTISON OF CARGO.

SIR,—Last August, when on a voyage in the Bristol Channel with a cargo of coals, weather hazy, I got aground on the South-West Patch of Welch Ground, and I found it prudent to heave part of the cargo overboard to save the ship and the remainder. Can the Merchant make me pay for what I was short on arrival at destination? I have been summoned for the first cost of the coal.—Yours, &c.,

SIDNEY CAMM, Shipmaster and Owner.

Bristol, Oct. 16, 1876.

[When a sacrifice of part of the cargo is made to save the whole, it is a General Average loss; and if Bills of Lading provide for losses from dangers and accidents of the sea, the Owner of the goods could not recover the value of the loss from the Shipowner. The Merchant should have insured his interest.]

BROKERAGE, METERAGE, AND SHORT WEIGHT.

SIR,—A steamer loaded a certain quantity of coals in the Tyne, for which the Fitter gave a certificate, he charging brokerage, trimming, &c., upon this quantity. In the Thames the Meter makes out 40 tons short weight, upon which the Receiver refused to pay freight, urging "the custom of the river," although admitting to have settled with the colliery for the larger quantity invoiced. The ship's previous cargoes and displacement prove the weight on board.—Yours, &c.,

Lynn, March 9, 1877. B.

[It is the custom in the Coal Trade to pay freight on the quantity delivered, and therefore the Shipowner could not claim payment for the carriage of the cargo short shipped. The Fitter, or the party with whom the contract was made, should be called upon to refund the percentage of charges on the 40 tons, and in the event of refusal he might be sued for the recovery of the same.]

BROKERAGE, TRIMMING, &c., ON SHORT WEIGHT.

SIR,—We are glad to notice in your impression of yesterday that your Correspondent "B" has taken up the above matter, though we would have liked to have seen a fuller reply. The real question at issue is not so much the recovery of the incidental charges on the excess quantity, as the recovery of the freight on the quantity that is alleged to be short delivered. For some time past colliers from the Tyne, both sail and steam, find that their delivery in a certain place in London is almost invariably short of the quantity taken in. We are sorry to say that many cases similar to B's have occurred lately. Vessels whose carrying capacity was perfectly well known, and which have taken hundreds of cargoes of coal to London, have recently turned out six, seven, and eight per cent. short. In other parts of London, in Rochester, and in Continental Ports, the correct quantity, corresponding to the colliery invoice weight within a trifle, has been delivered by the same vessels. What conclusion can be come to but that the London delivered weight is incorrect? We shall be very glad indeed to have your opinion as to the correct and most expeditious course to take to recover payment of freight for the quantity known by the Shipowner to be actually on board, vouched for by the Colliery Fitter, and even paid for by the Receiver, as we are sufferers, besides others, by the present system. We may add that the recovery of the trimming in such cases is practically impossible here.—Yours, &c., B. B.

Newcastle-on-Tyne, March 15, 1877.

[If the Charterer agreed to find a full and complete cargo, and has not fulfilled his contract, he would be liable for dead freight, and the issue might be raised by an action under the Charter-party.]

TIMBER TRADE.

CUTTING FOR STOWAGE.

It is customary in the Quebec Trade to insert this stipulation in Charter-parties—"Timber to be supplied for beam fillings"; but it often happens that the Shippers fail to comply with it. When proper lengths are not at command to fill up, Masters of ships are furnished with a raft of inferior timber or crooked logs, which they have to cut up for stowage, and do the best they can under the circumstances to make all secure in the hold. When proper wood is not supplied for cutting, the Masters are compelled to select pieces for the purpose, and this occasions disputes between the Bill of Lading holders in this country and Shipowners. The Shipper sends off so many pieces of timber, the sizes of which are set forth in the invoices, but on delivery it is found that, although the total number of cubic feet may be correct, the lengths are not in accordance with the Shipping Notes, and that there are more pieces than are to be found in the Bills of Lading. Our advice has been sought in several cases, and we have been invited to express opinions on the points involved. In some cases the Charter-parties have defined the number of cuts that a Master would be at liberty to make; but, as alleged, the right to damage timber is resisted by the Shippers. In the loading of pitch pine at Pensacola the Merchants have said they were not bound by the Charter-party, and the only document they could recognise would be the Bill of Lading, as they did not hire the ships, but only found the cargo. When the Shippers do not comply with the usage of the trade and follow out the stipulations in the Memorandums of Agreement, Masters of ships are left to do the best they can under the circumstances, and it may, therefore, occasionally happen that they may cut good and straight timber of a marketable value, and then actions for compensation are instituted. In our impression of the 29th ult., however, there will be found the case of "LAWSON *v.* GRAHAM," Cockermouth County Court—which, it appears, has been a long time pending, it having been adjourned on three separate hearings—where the Master of a ship was held blameable for not cutting the timber. The barque *Charles Jackson* was chartered to proceed to Pensacola and there load a cargo of timber, and it was agreed that the Shipper should supply "suitable timber for beam fillings, with deals for broken stowage only." The Master got cut timber for the beam fillings, but not deals for the stowage; and, as the Shipper prohibited him from converting the deals into suitable stowage lengths, the Owner of the ship sued the Charterers, who were also the Consignees of the cargo, for damages. The learned Judge held that it was the duty of the Cap-

tain to cut the deals for broken stowage. He said that Charters applicable to the Port of Pensacola had been put in as evidence, in which the Masters of vessels were restricted from cutting without the consent of the Shipper; but that express engagement led him to the conclusion, in the absence of such restriction, that the Captain was bound to do so. The stowage of the ship, he said, rested with the Stevedore, who was under the direction of the Master; and when the Shippers provided the material for properly and efficiently loading, and the Captain neglected his duty in not cutting the deals for broken stowage, the Charterers were not liable for breach of Charter. According to custom, therefore, if a Shipper provides a full cargo, and there is no interdiction in the Charter against cutting, the Master is liable for improper stowage in the first instance, and has no claim for dead freight, according to this decision, in the event of his not being able to stow all that the vessel should carry. The learned Judge has construed the Charter-party by the usage of trade, and it is perhaps a just and common-sense way of looking at the question; but it is, after all, travelling outside the contract. The ship was to have deals for broken stowage, and this part of the agreement was not performed. The County Court Judge finds that there is a custom in the Timber Trade to cut deals; but although the cutting is done by the consent of the parties or is tacitly acquiesced in, we doubt whether a Master is at liberty to cut long deals into short lengths in order to perfect the stowage. It is done, we are aware; and if a Shipper does not conform to the Charter-party, it may be a sort of condonation, or set off, in the event of a claim being prosecuted for damages; but we can only consider it a breach of contract, and we coincide with the judgment in the case of the *Solide*, Court of Queen's Bench 1871, when the Shipowner recovered dead freight in consequence of the Shippers not having provided broken stowage. If, however, a Shipowner is not to be entitled to the difference of freight, but may cut up timber or deals for broken stowage, the difficulty of breach of Charter is at once evaded. Masters of ships who may have read the report of the trial to which we refer will arrive at the conclusion that they may cut timber or deals for stowage with or without permission, and they are likely to act accordingly. We would not recommend cutting of an expensive character unless by agreement, for it is possible that, in some future action, a Charter-party may receive a legal and literal construction, irrespective of custom.—*August* 4, 1876.

FREIGHT AND DEMURRAGE.

On the 8th of July 1873, we referred in these columns to the payment of the freight and the tallying of timber cargoes. Since that period we have had a great many letters addressed to us, complaining of vessels having been detained waiting for the dock returns, and that, after Masters of ships had parted with their lien by delivering the wood, charges of short delivery had been made. We have advised Captains that "if a Bill of Lading holder will not "take delivery of his goods alongside the ship, in "accordance with the agreement, the Master should "warehouse them and obtain a receipt from the dock "servants. If it can be proved that the full quantity "was delivered, the Shipowner could not be made "liable; but it is a question of fact for a Court to "decide." The decisions in Superior Courts of Law have upheld the written terms of agreements; and, this being so, when Merchants fail to fulfil the contract entered into, the duty of the Master seems to us to be perfectly clear. In "ELLIS *v.* BATH," in 1875, it was held that a Shipowner who retained a cargo on board his vessel could not claim Demurrage for making a warehouse of his ship. It follows, therefore, that a Master should go on with the unloading, and not give up possession of the cargo till his lien for freight, and Demurrage also, if any be due, is satisfied. A Shipowner has nothing to do with the Dock Companies and their measurements. If a Merchant undertakes to receive his goods from alongside a ship, he should take tally and ascertain the cubical contents day by day or hour by hour. Dissatisfaction has existed among Norwegian and other Shipowners whose vessels bring timber to the United Kingdom at the delay experienced in recovering their freight, and a case reported in our impression of the 13th instant (Queen's Bench Division, the *Fjerde November*, "HEYERDAL *v.* ROLT") serves to illustrate most forcibly the truth of the grievance complained of. The vessel discharged in the Surrey Docks, and the defendant sought to deduct from the freight the value of the wood alleged to have been short delivered. The Consignee refused to take tally of the goods at the ship's side, and the Master thereupon, following our advice, gave notice that he would check the delivery on the ship's account. It was proved in evidence that all the cargo put on board was delivered, and that the quantity had been tallied in and out of the ship. The defendant, however, relied upon the Dock Company's returns, which were not made out for three or four weeks after the unloading of the vessel. The learned Judge left it to the jury to determine whether the evidence of the Crew, who tallied the cargo out, was to be believed, or that of the servants of the Dock Company, who had not made a tally until weeks afterwards, when the wood was stacked on their premises. The jury found for the amount claimed, which was the sum withheld for short delivery. It is unfair to a Shipowner to make him liable for all thefts that may happen after the cargo has been taken possession of and stowed away on the order of the Consignee. Deals, battens, and ends get mixed and placed where they should not be. The loads taken away by craft or waggons are not tallied at the dock gates to see that no more than the right quantities are in them, and therefore it is impossible to affirm at the end of a month that a pile has not been reduced by a system well known among labourers. There is said to be no difficulty whatever in some docks of securing a few extra pieces of wood; but, as a rule, it is sought to make the Shipowner the victim. When the Dock Company's servants have counted and measured the timber, and given receipts for it, the proprietors are liable for all abstractions. From the time of delivery on the quay, or from alongside a ship, however, until the Dock Companies issue their notes, the cargo appears to be considered by Merchants as at the risk of the Shipowners. It is deemed to be safe to remove wood goods that have not been tallied, for the quantity, it is presumed, is unknown. In the interest

of their employers, Shipmasters should not allow goods to go out of their sight until they have been tallied. This is just to all parties concerned, and none should attempt to evade the obligation. In the first place, if a ship puts out less than she takes in, the deficiency is detected at once. On the other hand, the tally is demanded on behalf of Dock Companies, who may, perhaps, be made liable for losses while the goods are on their premises. In the instance above referred to it was established to the satisfaction of a jury that all the cargo mentioned in the Bill of Lading had been delivered, and yet the dock returns show a short delivery. When a Merchant undertakes to receive his goods from alongside a ship, and does not do so, they are at his risk from the moment they are disengaged from the ship's tackle. All subsequent losses, either from thieves or fire, must be borne by those to whom the property belongs. The Merchant may make use of evidence to institute a claim for goods landed and not produced by a Dock Company, and then the relative liabilities of the parties would be determined. We fail to understand why the servants of a Dock Company, if they are to represent the Consignee of a cargo and receive the goods on his account, should not protect the interests of their client by taking tally at the ship's side. At Liverpool, and also at some of the other timber-importing Ports, regulations are made for tallying and supervising the tally. The Merchant, likewise, ought not to be placed between two stools, as he is in London, by being wronged through plunder or incorrect tallies. He trusts to the Dock Company furnishing him with a verified account; but this is disputed by the Master of the ship, and consequently he has to pay for that which he never receives. If, for example, all the cargo of the *Fjerde November* was delivered, how is it that the dock returns differ from the ship's tally? These matters require explanation. Looked at from any point of view, it must be admitted that tallying as delivered is the right plan to adopt. The servants of the Dock Company, who may be suspected of complicity in the mysterious disappearance of goods, ought to be shielded by their employers from all suspicions. To a certain extent this would be accomplished by a tally at the ship's side. That so loose a practice as that we have commented upon should prevail in the Port of London seems incredible. A few actions at Common Law for breaches of agreement would very likely bring about a better state of affairs in the Timber Trade, and then business in London would be conducted as systematically as at other Ports.—*December* 19, 1876.

MEASUREMENT.

SIR,—What is the interpretation of the term in the enclosed Charter—"Freight 43*s.* per Petersburg standard of timber 150 cubic feet, English measure"? I have brought to this Port from Sundswall a cargo of timber, which is not die square, but has a vane on each corner up to two inches. The Receivers of the cargo here say that they have bought the timber at string measure, and they will only pay freight on such. Am I entitled to freight on square calliper measure? The rate of freight is based on such, otherwise it would have been stipulated so much higher. The difference between string and square calliper measure will cause a loss to me of about 25 per cent. Besides the timber my vessel has in about six standard of battens, on which the freight will be paid on 165 cubic feet.—Yours, &c.,

C. G. ANDRESEN, Master of the Ida.

West Hartlepool, Aug. 18, 1876.

[The ordinary printed forms of Charter-parties run thus:

Per St. Petersburg standard hundred, viz.:—

Deals, boards, and battens . .	165 cubic feet.
Timber	150 "
Spars	120 "

Broken stowage (8 feet and under).

(See letters "St. Petersburg Standard," page 131, and "Round Timber," page 192, *Maritime Notes and Queries*, Vol. I., for full details.) String measurement would be taken in the absence of special agreement as to calliper.]

STRING MEASUREMENT.

SIR,—A vessel is chartered to load deals and timber in a Swedish Port at a specified rate for standard of 165 cubic feet for deals, and 150 cubic feet for timber (English measure). On the vessel arriving the Receivers claim to have the timber measured by "string measurement." The Captain insists upon "calliper," as neither is particularised in Charter. Which can the Captain claim to have his freight settled after according to English law?—Yours, &c.,

Hull, Sept. 6, 1876. A SHIPBROKER.

[The timber would have to be measured by string.—(See letter in *Shipping and Mercantile Gazette*, Aug. 22, 1876.)]

MEASURING AND BILL OF LADING.

SIR,—I discharged a cargo of timber here, and when I came to settle, the Merchant refused to pay the freight on the intake, as stipulated in the Charter-party. The timber turned out four standards short when measured here, and for which measuring he also charges me half expenses, viz. 9*l.* 0*s.* 4*d.* I was also one day on Demurrage, which he refused to pay on the ground that the Measurer detained us.

T. AUG. JACOBSEN, Master of Fraternitas.

Barrow, Oct. 5, 1877.

[As the freight was to be paid on the input, as we see by the Charter-party submitted to us, and if all the cargo taken on board was delivered, the Merchant could not charge the Master of the ship for measuring, and therefore any detention incurred through the fault of the Measurer employed by the Merchant should fall on the latter. The Charter-party is explicit as to the input, as it stipulates that "the cargo is to be calculated in standards at Port of loading, and filled out into Bills of Lading, freight being paid accordingly." The Bill of Lading quantity, therefore, would govern the assessment of the freight.]

DEAL ENDS AND LATHWOOD STOWAGE.

SIR,—My ship was chartered at Belfast to proceed direct in ballast to Quebec, and load a cargo of wood goods for Galway; but when loading up the Shipper refused to furnish the necessary deal ends for broken stowage where no other cargo could be stowed. I called on the Shipper several times for the deal ends to complete the stowage, but he refused, although I explained to him the necessity for such, but all to no purpose. I then filled up the ship's hold in the best way I could, leaving about 1,000 deal ends, 8 feet by 11 inches and 8 inches short shipped, together with about five or six standards of deals on the deck, which I should have taken if the deal ends were shipped under the deck, which would not make the ship stiff. The Shipper wanted to ship lathwood for broken stowage, but that was impossible to stow away—nothing but the deal ends could be put in. As my vessel will be ready for sea in a few days, is the ship entitled to freight on all cargo short shipped, and every other loss and expense incurred in consequence?

T. TORJESEN, Master of the Norwegian barque Latona.

Galway, Oct. 12, 1877.

[The papers forwarded to us for inspection show that the ship was chartered to load a cargo of red and yellow pine, timber or deals, with about 40 loads of hardwood, also some

pipe staves and five cords of lathwood, with the necessary deal ends for broken stowage. In the Bill of Lading no deal ends are mentioned, and the protest of the Stevedore states that there was space on board for 1,000 pieces of deal ends of 8 feet by 11 inches and 8 inches; and that by reason of the Merchants refusing to supply the broken stowage, the ship had not so much cargo as she could take. There was a contract to furnish deal ends and not lathwood. If, therefore, a full and complete cargo was not shipped, the Owner would have a claim for dead freight.]

DEAL ENDS BY MEASURE OR PILE.

SIR,—We chartered a ship to proceed to Riga, and from thence to Grimsby Old Dock, with a cargo of Riga deal ends, freight to be paid at the rate of 45*s.* per standard of 720 running feet of 8 by 10½ by 11, and 880 running feet of 8 by 9, this clause being inserted at our request by the Broker. The ship proceeded to Riga, took on board 86 fathoms Riga measure, which measure is always about 9 per cent. under English measure. On the ship being discharged we took specifications of the length, and the total standard quantity was 103 standards, or 80 fathoms English, and we proffered the freight named on 103 stands as per Charter-party. The Broker, however, refused to accept, contending that freight was due on 112 stands. He arrives at this simply by multiplying the number of fathoms by 216, and dividing by 165, thus bringing it to 112 stands. In the Charter-party we agreed to pay as above stated, not per 165 cubic feet. We may add that we have received several cargoes on the same conditions, and freight has never been refused before. Are we justified in paying any more than what we agreed? We are also in a position to prove that the ship did not carry more than about 105 stands on her previous voyage?—Yours, &c., E. NORTH & CO.

Grimsby, Oct. 30, 1876.

[Our Correspondents say they agreed to pay the freight on 65 feet, which is the St. Petersburg standard; but the deal ends, on shipment, were measured by the fathom. If piling is to govern the case, the fathom would be 216 feet. (For further explanation, if needed, see letter "Deals, Battens, and Boards," page 101, *Maritime Notes and Queries*, Vol. II., and pages 192 and 198, Vol. I.)]

DEAL ENDS BY MEASURE OR PILE.

SIR,—Your answer to our letter states—"Our Correspondents say they agreed to pay the freight on 165 feet, which is the St. Petersburg standard." We agreed to pay, as before stated, according to the Charter-party, viz. 45*s.* per standard of 720, running feet 8 by 10½ and 11, and 880 running feet 8 by 9. Are we justified in paying according to the above, or according to the Broker's particulars?—Yours, &c.,

Grimsby, Nov. 2, 1876. E. NORTH & CO.

[There were to be two different rates of freight under the Charter-party, on two sizes of deal ends. By the Charter-party the running feet, as expressed, would govern the contract if the St. Petersburg standard was to be excluded. The deals were, however, shipped by the Riga fathom, and the number of fathoms entered in the Bill of Lading, and, we presume, freight, was to be paid on the fathom. The Charter-party was entered into by the Merchant, who is the receiver under the Bill of Lading; and if the Charterer's Agent varied the contract by authority, and the Master signed the Bills of Lading for quantity as described by fathoms, and not by running feet, the Bill of Lading, being the last instrument, and not the Charter-party, would determine the question. It follows that the Broker's interpretation would be correct if the freight is to be computed on the fathom.]

LATHWOOD MEASUREMENT.

SIR,—My ship has on board a quantity of lathwood which is to be paid for per fathom. Am I entitled to charge for the extra lengths over six feet? SHIPMASTER.

London, Oct. 18, 1877.

[The fathom of lathwood is 216 feet, and the pile for measurement is six feet each way. It is the custom to place the lathwood in a frame having two sides, with the ends and top open. This frame contains space for 216 cubic feet or a fathom, and the wood has generally been cut in pieces of 6 feet in length to fit in the frame. This season, however, it appears that a great quantity of lathwood has been shipped measuring 6 feet 6 inches, or 6 feet 8 inches, and the Merchants claim to have the pieces of more than 6 feet in length piled in the frames, and freight paid on the height irrespective of the additional lengths. This would make a large reduction in the freight. The pieces exceeding 6 feet in length ought to be piled and measured by themselves; but if the Receiver of the cargo insists upon mixing the long and short lengths together, the Master would have a claim on the extreme exterior dimensions.]

HARD WOOD AND DEALS.

SIR,—On the 21st of April my vessel was chartered from Quebec, as per enclosed Charter. The Captain, feeling confident that his vessel had 200 loads of hard wood, or thereabouts, protested. The remainder of the cargo consisted of floated deals. On account of this the vessel will lose about 150*l.* freight, as she has neither been able to take ends for stowage nor a deck cargo, which is a dead loss. I send for your inspection the documents &c. relating to the case. Do you consider the Principals or the Broker liable? The Broker lives in Liverpool, and wired the Owner that the Charter was all in order and on good terms.—Yours, &c.,

Hartlepool, Sept. 9, 1876. C. FINSDAHL.

[The vessel was chartered to load, as customary, a full and complete cargo of timber and (or) yellow pine deals, not exceeding one-third hard wood, remainder yellow pine deals, with sufficient ends for stowage, at two-thirds freight. More than one-third of hard wood was shipped, and the lower hold filled. When the hard wood and heavy floated deals had filled up the hold, the Master wanted light deals for the between deck, as is customary in the Quebec trade, but which were not supplied. One who contracts in his own name although he is Agent for another, and notwithstanding he adds that as a description of himself, whether in the body of the contract or after his signature, may sue or be sued on the Charter-party.—("Parker *v.* Winlo," Queen's Bench; "Lennard *v.* Robinson," Queen's Bench; "Cook *v.* Wilson," Common Pleas.) The Broker, therefore, would be liable for the breach of Charter.]

PLANED BOARDS.

SIR,—I chartered my vessel, of 143 tons register, to proceed to Drammen and load a cargo of boards and deals for this Port. The Merchant makes the Bills of Lading quantity to be only 65¾ standards. I sent the specification to a timber merchant in Liverpool, and he makes the quantity 75 standards; but I understand there is a custom in Liverpool, as regards paying freight on boards, to allow 16 per cent. off full measurement for planing. Some contracts are made deducting 16 per cent. off the full measurement, whilst others pay full freight on the full measurement. My Charter-party stipulates "35*s.* per St. Petersburg standard for deals and (or) boards." Nothing is mentioned as to whether planed or not. A great loss to me is the freight on 10 standards. Am I bound to submit to custom in Liverpool in the Timber Trade dated June 26, under a Charter-party dated May 28? Can I recover the difference in freight?—J. R., Shipowner.

[No custom of a Port, even if proved to exist in a particular trade, can set aside the express terms of a written agreement. The contract must be determined by its stipulations, and, this being so, the Shipowner is entitled to be paid freight at the rate of 35*s.* per St. Petersburg standard, without any deductions whatever.—(See "Deals, Battens, and Boards," page 101, *Maritime Notes and Queries*, Vol. II.)]

TIMBER TRADE.

OAK STAVES.

SIR,—What is the length, breadth, and thickness of the various kinds of oak staves shipped at the Ports in the Baltic, upon which Captains or Shipowners can claim freight in England, the vessel being chartered as customary at so much per delivered mille full-sized pipe staves, other dimensions in customary proportion? Are there any parties appointed in English Ports to whom Captains can apply for the measurement of the staves, and who can furnish them with a legal decision as to whether the staves are of the usual dimensions?

[The sizes differ according to whether they are brandy staves or hogshead staves, and sundry other circumstances govern the make. The Baltic reduced is in quantity 1·275 mille of 1,200 pieces, 66 inches in length, and one and a half inch thick; Baltic rough 0·840 per mille of 1,200 pieces, 72 inches in length, and three and a half inches thick. These are the governing standards. There are parties in England who could determine whether any particular class of stave was in accordance with a Charter-party or declared standard; but Courts of Law alone have the power to pronounce legal decisions. There are two ways of measuring staves, viz. by the curve and by the straight line, and Merchants very frequently measure the thickness by the fine ends.]

BILLET WOOD.

SIR,—I had a vessel chartered at Konigsberg for one of the Herring Ports, orders on signing Bill of Lading (Fraserburgh was fixed for destination), to take a cargo of billet wood, at 8*d.* for every delivered cubic foot—"string measurement, as customary." The Captain was informed at the time of charter that his freight would amount to about 70*l.* He took in cargo, signed Bill of Lading for so many pieces 81 inches long, measurement unknown, and in his Bill of Lading it was stated that he had on board 6,650 pieces, which measured 5,424 cubic feet, 580 pieces being on deck. On discharging the Captain remonstrated against the cargo being taken to the Receiver's yard without being measured, but was told it was customary, and would be measured by a Sworn Measurer. On the measurement being ascertained after discharge, the quantity given was only 4,676 cubic feet, and no complaint was made for short delivery of pieces. The Captain was told that it was the custom at that Port to take the circumference at the small end instead of the centre. The Brokers told him that was the way billet-wood was measured there. He had no redress by his Charter, "as customary" being in it. On inquiry, I find that the custom of sale there, and for which purpose the timber is measured by the Sworn measurer, is that payment is made on the measurement, calculating the circumference at the small end, simply because the billets are cut to the length of barrels and half barrels, and any lengths short of that are useless for herring barrel staves, and only fit for firewood. Now, the question I wish to put is—does this rule of sale apply to the rule of carrying? The freight is to be paid on every cubic foot delivered, string measurement, as customary. The words "as customary," I should say, would imply as customary for measuring timber for carrying, as we are not aware that there are two kinds of cubic feet. If not, the sooner such an imposition is put a stop to the better. One foreign Captain only got about 40 per cent. of what he expected.—Yours, &c., A SHIPOWNER.

Leith, Dec. 19, 1876.

[No custom of a Port can set aside a written contract. String measurement takes in the whole of the contents. A rule of sale cannot affect a Charter-party. Where billets taper it is customary to take the mean circumference.]

FIR SLEEPERS LOST FROM SLINGS.

SIR,—This spring I loaded at Riga a cargo of fir sleepers which had been in the water all the winter, and were, consequently, in an almost sinking condition. The custom is to count them, and give a receipt before you begin to load. During the loading many slip from the slings; some come to the surface, some do not. After loading is completed, I noted a protest against loss through sinking and strong winds, &c. On arrival in England I tallied out a quantity short, for which the Merchants deducted from freight. 1st. Is the protest any use? 2nd. How can the Owners protect themselves? 3rd. From whom should they recover? I am astonished the subject has not been broached before, as, during the season, Owners pay a large sum for short delivery. A SHIPMASTER.

Newport, May 18, 1876.

[1st. The protest would not protect the Owner if the sleepers were placed in the possession of his servants, and a receipt given for them. 2nd. By making a stipulation in the Charter-party that the Owner will not be liable for the loss of any deals caused by the elements, or from whatever cause arising in loading. 3rd. In the absence of express conditions, the Shipowner could not recover from any one besides which, the wood washes ashore on the beach, and, if marked by the Master, is recoverable. The Merchant had no right to deduct the value of the sleepers short delivered from the freight.]

SPARS AND SQUARE TIMBER.

SIR,—We have a vessel chartered as per enclosed Charter. 1st. Merchants, after the vessel had arrived at the loading place mentioned (there being no orders at Pilot Station), ordered the vessel to another loading place. Are they responsible for detention caused by having to change loading place? 2nd. Are they responsible for detention at the first place of arrival? 3rd. Full-sized square timber being mentioned, can the Merchants ship spars? If not, ought they to pay freight on the quantity? The ship loaded this voyage a less than usual cargo through spars being shipped. What constitutes full-sized square timber from these Ports? —Yours, &c., SHIPOWNER.

West Hartlepool, Nov. 20, 1876.

[1st. The vessel was "to proceed to Hubikenborg, Sundswall, unless ordered to another safe place at Sundswall, on arrival at the Pilot Station." The Charterers had the right to order the vessel to another place; but, 2nd, any delay in giving the order would count in the Lay-days. 3rd. The ship was to load fir timber, deals, battens, and ends. Spars are not deemed "timber," and if the vessel has lost in freight by a breach in the Charter-party, the measure of damages would be the difference between what she earned and might have earned. As to description of timber, see a leading article in *Shipping and Mercantile Gazette*, Sept. 19, 1876.]

TEAK WOOD.

SIR,—In the leading article in the *Shipping and Mercantile Gazette* of the 19th inst. a table is given of the comparative weights of different sorts of wood. I think there must be either a misprint on the part of the *Shipping and Mercantile Gazette*, or a decided error on the part of the Admiralty in giving the weight of Rangoon teak as 26 lbs. 4 oz. per cubic foot, whereas cedar is 28, larch 34, Riga fir 35; making out Rangoon teak to be the lightest wood there is, which is surely not so. Fancy a deckload of teak!—Yours, &c.,

London, Sept. 22, 1876. SHIPOWNER.

[Rangoon teak is pronounced to be the lightest of all the Indian teaks used in shipbuilding. There may be a mistake in the Admiralty table as regards Rangoon teak, but we are not responsible for that. We have given the table as it is printed. There are several kinds of teak grown in Rangoon, but the lightest may perhaps be heavier than 26 lbs. 4 oz. to the foot cube.]

CUSTOMS BILL OF ENTRY.—SQUARE SLEEPERS.

SIR,—The vessel under my command has discharged a cargo of square sleepers from Dantzic. Freight is paid "as per Customs Bill of Entry." By this return it seems that

TIMBER TRADE.

the vessel loses freight on 500 cubic inches for every sleeper measuring 8 feet 11 inches in length and 10 inches square. I understand that the instructions as to this mode of measurement are from a branch of the Customs Department. Is such the case, and on what principle must a stick be returned so much shorter? Vessels often carry cargo without remuneration. If this "Customs Bill of Entry" clause allows Consignees to strike off ends of sleepers to such an extent, it is time that such words were erased in Charters before signing. SUNSHINE.

Southampton, May 13, 1876.

[When there was duty on wood, Measurers were appointed by the Crown, and regulations were drawn up for their guidance. On the duty being abolished, the Measurers were no longer in the service of the Government, but many of them got employment by the managers of the "Customs' Bill of Entry," and therefore the system of measurement is conducted by them as before. Their employment, however, is optional, but the meaning of measurement "as per Customs Bill of Entry" is that the old Custom-house system shall be adopted. If our Correspondent had consulted a copy of *Maritime Notes and Queries*, Vol. II., he would have seen a letter at page 101 which would have explained his question, and which might have prevented his loss of freight.]

PENSACOLA DEALS.—CUSTOM OF LONDON.

SIR,—According to my Charter-party, my ship of 760 tons, from Pensacola, with about 8,000 deals, is to be discharged in a Port or Wharf "according to the custom of the Port." My ship arrived in a dock in London. What is the time allowed for discharging such a ship, or what time can be called the custom of the Port? A SUBSCRIBER.

Oct. 30, 1877.

[The old custom of the Port of London has been altered of late years by the introduction of steam and other causes, and is now obsolete. In the absence of any special agreement as to Lay-days, the vessel should not be detained an unreasonable time. Pensacola long deals cannot be discharged as quickly as the shorter deals from Quebec.]

METERAGE, CUTTING, AND MEASUREMENT.

SIR,—I would ask your opinion upon a clause in the enclosed Charter-party, viz.:—"And no claim to be made for Demurrage or dead freight, provided there is always timber at the shipping places." 1st. Does the fact of timber having been at the shipping place, but of such lengths that my vessel could not be loaded with it, and was therefore detained beyond the 30 days, preclude a claim for Demurrage, or does the clause refer only to, or governed by, the subject of the Charter—i.e. the cargo of the ship? 2nd. Can the Consignees compel me to pay half the Meterage here? The cargo being sold to the Dock Company, I have not employed a Measurer in my own interest, as is frequently done with greenheart cargoes, but purpose accepting the buying measure in settlement of freight.—Yours, &c.,

Liverpool, Feb. 17, 1877. WM. LEMON.

[1st. The timber mentioned in the Charter-party would, as a matter of course, relate to the cargo mentioned in the Charter-party—namely, "Hardwood timber. Ship to take timber up to 24 inches square. No timber under 12 inches square to be taken on board without written permission. No timber to be cut without permission from Charterer's Agents." Unless, therefore, the timber at the shipping places was such as the vessel could load, the delay in not providing the cargo would give a claim for Demurrage beyond the Lay-days. (As to the cutting of timber for stowage, see page 22, *Maritime Notes and Queries*, Vol. II.) By the Charter-party, however, any dispute as to Demurrage is to be referred to an average Adjuster in Liverpool, whose decision is to be final. 2nd. If the measurement is not done for the purpose of assessing the freight, the Merchant must pay the cost.—(See letter "Who Pays the Meterage," page 103, *Maritime Notes and Queries*, Vol. I.; and page 169, Vol. II.)]

TIMBER TRADE.

DUES ON CARGO.

SIR,—1st. What steps has a Master to take whose Charter-party stipulates, "Cargo free to and from alongside," the Consignees or dock authorities refusing to comply with that clause, leaving the ship's Crew to carry the goods on to their quays or wharves? 2nd. What can a Master do when the Consignees or dock authorities refuse to send men to tally the goods as they rise from the ship, and to give a receipt for their number? 3rd. What can a Master do to get his freight within a fair time after the cargo is out? 4th. Do you consider the clause "after right and true delivery" to mean after the ship has finished discharging, or after the returns have been made up? The latter question is put because there is a custom in the Timber Trade (and it is generally stipulated in the Charters) that one-third of the freight is to be paid in cash, and the balance by good and approved bills at four months' date after right and true delivery. Consignees always insist upon deducting four months' discount when they pay the balance in cash, because they say the true delivery is not proved till the returns are made out. Is this right?

[1st. If the Bills of Lading recite the Charter-party, and the Receiver declines to fulfil his contract, the Master would be justified in waiting his Lay-days, and then landing and putting a stop on the goods for freight. Lighterage or charges on landing are borne by the cargo. 2nd. Employ his own men, and employ an independent person to take tally. 3rd. Freight is due on delivery, and the cargo should not be parted with before the freight is paid.—(See page 129, *Maritime Notes and Queries*, Vol. I., for legal decisions.) 4th. Right and true delivery, it has been held, means delivery at the ship's side; and when that is done the freight is due, and not some time afterwards when the Receiver or the dock authorities can find leisure to make up the accounts.]

TACKLING AND LIGHTERS.

SIR,—I arrived at Hull with a cargo of mining timber, under a Charter-party, a portion of the 5th clause of which reads thus:—"The cargo shall be taken free to and from the vessel's side at the place of loading and discharging, and, should tacklings or lighters be needed, then shall the same be at the Freighter's charge," &c. The Merchant to whom I have to deliver refuses to comply with this, and orders me to find people to place his cargo in safety outside the ship, saying that such is the custom here. Am I obliged to do this, or does my Charter-party not save me from this cost? If the Merchant refuses to accept the cargo according to the Charter-party between the Owner and the Freighter, what course shall I have to take?—Yours, &c.,

INGEMANN EGENASS, Captain of Norwegian Schooner Marie, of Arendal.

Victoria Dock, Hull, Oct. 22, 1876.

[The case must be settled by the terms of the strangely drawn agreement and not by the custom of the Port. The Shipowner is to give delivery of the cargo to the Merchant at the side of the ship, and if any extra gear is necessary to lift it, the same is to be supplied by the Charterer. Several Charters this year have been referred to in letters published in the *Shipping and Mercantile Gazette*, and in every case the Masters laboured under the impression that the cargo was to be discharged free.]

DOCK RETURN OF CARGO.

SIR,—A foreign ship delivered a cargo of staves to a Dock Company. How long can she be reasonably detained to get the return of her cargo in order to settle the freight? After the expiration of such reasonable time, who is responsible for

detention, as I cannot leave Port before collecting the freight? The ship is bound for a foreign distant Port in ballast.—Yours, &c.,
A FOREIGN SHIPMASTER.
London, Sept. 11, 1876.

[The freight account should be made up on the day of complete delivery, and all delay in waiting for payment would fall on the Charterer.—(See page 129, *Maritime Notes and Queries*, Vol. I.)]

WAGES.

CHARTERER'S LIABILITY.

The Queen's Bench lately decided that when the registered Owner of a ship demised his vessel under a time charter to another person, and the person so hiring her had appointed the Master and Crew, such registered Owner was not liable for the payment of wages.—(See also the *Lucerne* (8), "JOB *v.* GOURLEY," Common Pleas, reported in the *Shipping and Mercantile Gazette*, May 16, 1870.) The Charterer who engaged the Master and Crew and agreed with them to pay the wages was declared to be the virtual Owner of the ship until the agreement had terminated. In consequence of this judgment the Board of Trade have instructed all Superintendents of Mercantile Marine Offices that, in the future, the name and address of the Charterer who appoints the Master and Crew shall be stated in full on the form of agreement, and also on the Allotment Notes. This precaution seems to be very necessary and advisable, not only in the interest of Seamen, but likewise in that of Shipowners. Where there is no special stipulation in a Charter-party directed against subletting, a ship may be relet by the original Charterer to a second or third party, and hence the difficulty in ascertaining, in some cases, who may be personally liable for the debts contracted during the voyage on advances, or for the final settlement in paying off. There are, however, two kinds of Charterers, and the difference between them should not be lost sight of. In one case the entire carrying capacity of the ship is engaged for a lump sum; in another, the freight expressed is to be a certain sum for every ton, case, bale, or cask, as the case may be, or per load, last, or measure, the Shipowner finding the Master and Crew. The Charterers, we take it, on whose account the new Board of Trade circular is issued are those who hire a ship on time, or for the voyage, on terms agreed upon, and employ their own servants in her navigation. The Owner of a ship who leases the use of her capacity for a fixed amount, but retains possession through his servants, is in the position of a person who rents the whole but occupies part only of a house, and lets either furnished or unfurnished apartments. A Charterer, however, who hires an empty ship and sails her is the Owner *pro hac vice*, and becomes liable, as such, for the wages of the men he engages to command and work her while his engagement lasts, and until she reverts to her rightful proprietor. In "FENTON *v.* The Dublin Steampacket Company" (Queen's Bench, Nov. 21, 1838), the Court held that where the Charterers were the ostensible or temporary Owners, and appointed the Master and Crew, they were liable for damages found due on account of negligent collision. A ship may be arrested on arrival in a Port of the United Kingdom, after the hiring contract has ended, in an Admiralty suit for damages, and then the solvency

of the Charterer would be a question of great moment for the Owner of the vessel now in possession of the Marshal of the Court. Before a ship can be released, bail must be given; and where the ex-Charterer is incapable of finding it, the *bond fide* Owner is compelled to do so, or allow the vessel to remain idle, besides having the costs of the Officers in charge to pay before their lien is discharged. Mistaken identity also sometimes occurs. Where a ship is arrested for the purpose of founding an action, and for damage done by collision, and the identity of the ship proceeded against cannot be proved, the Owner of her cannot recover damages for loss sustained by her detention while under arrest unless the action was so unwarrantably brought, or entered into with so little colour and so little foundation, as to imply malice on the part of the plaintiff, or that particular negligence which might be deemed equivalent to it. (The *Hind v.* The *Evangelismos*, Judicial Committee of the Privy Council, July 6, 1858.) A ship may therefore be wrongly arrested, but her Owner has no remedy for the loss of her services. Attempts have been made to avoid liability for damages incurred through collision by disposing of the ship when at sea or in a foreign Port, or immediately on arrival. This would not relieve the purchaser from the liability to pay the damages and costs in the event of the Court ordering the arrest of the vessel and the action being decided against her. The ship may be followed for the damages, and likewise for the wages of the Crew if left unpaid. The mere transfer to a new purchaser does not diminish the liability of the vessel to be arrested for damage done to another ship before the sale takes place.—(The *Bold Buccleuch*, Admiralty Court, January 18, 1850.) Dr. LUSHINGTON, in delivering judgment in the case of the *Europa*, May 13, 1863, after quoting the law as laid down by the Judicial Committee, to the effect that, where reasonable diligence is used and the proceedings are taken in good faith, the lien may be enforced into whosesoever possession the vessel may come, said:—"I regret that this loss may fall upon "the defendants, who are innocent; but the law of "this Court is not peculiar—it is still more urgent "on the Continent; the maxim is *caveat emptor*." In an action for freight and Demurrage originating through the refusal of a Charterer to load a ship, he having hired her for a lump sum, the agreement covenanting for the yards being aloft, and the Shipowner having taken down her spars for the purpose of repairs, the Lord Chief Justice told the jury that the clause relied on by the defendants was not a condition precedent, and he quoted cases in justification of his dictum.—(The *Victoria*, "BRIGHTMAN *v.* ELLIS," Common Pleas, December 1870.) This trial demonstrated that the Charterer was bound to fulfil his engagement provided the ship was properly equipped at the time of sailing. Suppose a Charterer were to repudiate his engagement after the Crew signed articles, and the Shipowner was not liable for the wages, the men would be perplexed as to whom they should summon if the Charterer's name did not appear in the transaction. Seamen have a lien on the ship if it can be got at, but while they are endeavouring to find out the person with whom they agreed to serve, the vessel may pass out of the jurisdiction of the Court, and then they must depend upon getting their wages from the Charterer,

without having any remedy against the registered Owner should the hirer be bankrupt. There are many Masters of ships who place themselves, as we have frequently pointed out, in the position of Owners in consequence of sailing vessels by the share. They find the Crew, and give the Owners as a consideration a given percentage of the earnings. The articles should be supplemented by making it compulsory on every Master who engages men on his own responsibility, or on that of a Charterer, to comply with the latest requisition of the Board of Trade.—*September 4*, 1878.

ADVANCE NOTE.

SIR,—I hold an Advance Note of a party who shipped here in a Nova Scotia vessel, which left about four weeks ago, but was detained at the Tail of the Bank windbound. The Note did not become due till to-day. To my utter astonishment I was told by the Shipbroker, by whom the Note was made payable, that as the man's name did not appear on the Return List he could not pay me. Now, sir, I am quite confident that the man is on board, and can only account for it in this way—that the man's name was omitted by the Captain. Under these circumstances, what steps should I take to recover payment? J. P.

Glasgow, March 21, 1876.

[If the vessel left Glasgow, and the Note was made payable so many days after sailing, the detention at the Tail of the Bank would not defeat the claim for payment. If proof can be given that the man was on board after sailing, proceedings might be taken against the parties liable for the amount.—(See Letters "Incomplete Cargo," and "Vessels put Back," *Maritime Notes and Queries*, Vol. II., pages 9 and 121.)]

ADVANCE NOTE.—SEAMAN DROWNED.

SIR,—A Seaman boarded with me, and joined a ship bound for Bombay. The man was drowned, and I have received a communication from the police at Gravesend that an inquest had been held there on the body, which was recovered a few days after the ship had left. An open verdict was returned. I cashed this man's Note, for which he received full value. Can I, under the above circumstances, recover the value of the Note from the Broker or Owner?—Yours, &c.,

Aug. 9, 1876. F. PHILLIPS.

[If the Note was drawn without conditions as to the Seaman being on board and earning wages so many days after sailing, the sum mentioned therein might be recovered. On the other hand, if the stipulations as to days and being then on board and earning wages were not complied with, the money advanced could not be recovered.]

ADVANCE NOTES.—SHIP LOST.

SIR,—The large screw steamer Monte Moro, with a Crew of about 28 hands all told, sailed from this Port on the morning of the 4th inst., and in the short space of about six hours struck upon a sunken rock in the Bristol Channel, a little below Ilfracombe, and foundered. I cashed several of the Advance Notes of the Sailors on board this vessel, and on account of her premature loss, and within the stipulated period of three days after sailing, the Owners refuse payment of the same. Can they legally do so, as per form herewith, or otherwise; and, if not, what steps ought I to take to recover payment?—Yours, &c., O. P. Q.

Newport, Aug. 9, 1876.

[The Notes should be paid. The Note stipulates that on the order of the Master a certain firm are to pay the amount stated therein three days after sailing, provided the Seaman in whose favour the Note is drawn "proceeds in the said ship and is duly earning wages according to agreement." The only condition is that the Seaman shall have proceeded to sea in the ship and be duly earning wages. The men were earning wages, "according to the articles of agreement," when the vessel was lost. Our Correspondent, if necessary, should resort to the County Court.]

ADVANCE OF WAGES TO CREW.

SIR,—A Shipowner advanced cash, &c., to his Crew during the voyage, and on arrival at the Port of discharge he paid the Crew on board the remainder of the wages due, leaving a balance of one shilling in the account of wages to be settled at the Shipping Office. Is a Shipmaster justified by law in doing so?—Yours, &c., A SHIPMASTER.

Grangemouth, Oct. 4, 1876.

[There is no Statute under which a Master is forbidden to advance money to his servant on account of wages, and this applies to Shipowners as to other employers. The Master of a foreign-going ship is bound to settle the wages account before a Shipping Master; and if there is nothing due to men on discharge, or only the paying-off fee of one shilling (Section 126, Merchant Shipping Act, 1854), that would be a settlement in contemplation of the law. If, however, the Master paid the men their wages on the arrival of the ship at a Port of discharge, without complying with the provisions of the Merchant Shipping Act (Section 170), the Seamen could claim their wages a second time.—(Par. 4, Section 175.)]

STOPPAGE OF ADVANCE NOTE.

SIR,—At Glasgow, on Nov. 8, I shipped an Able Seaman at 4*l.* per month, and, at his request, I gave him half-a-month Advance Note. The next day, when at Androssan, this man came and told me that someone in Glasgow had got his Advance Note, and that he received nothing for it. He could not tell who had it, but declared that he had got no value for it, and that he could not go to sea without a pair of boots, as he had none. He requested me to stop the payment of the Note, and I wrote to the Owners to do so. I bought him boots and other things to the amount of 1*l.* 4*s.*, and on my return home I asked at the office how many advances had been paid, and the names. I found that this man's had not been paid, and therefore paid him his full wages at the Shipping-office, deducting what he had from me at Androssan, but no advance. After all were paid off, and the ship on her next voyage, the party holding the Advance Note summoned the Owners, and they were made to pay the amount of the Advance Note. The holder asserted that the Seaman got full value for the Note. The man is now doing drill on board the Naval Reserve ship at Bristol, and the Owners look to me for the amount. Are there any steps that I can take to recover this sum; and, if so, how am I to go about it?

Shields, Dec. 29, 1875. SHIPMASTER.

[If the Seaman made a false representation, and the person who held the Note can prove that he gave valuable consideration for it, the man might be summoned at the County Court, and the holder subpœnaed to give evidence. Before stopping the Note the Seaman should have been made to sign a guarantee to hold the Master harmless.]

STOPPAGE OF ADVANCE NOTE.

SIR,—On the 2nd of August I gave one of the Crew of my ship an Advance Note for 8*l.* 5*s.* The man gave this Note to a lodging-house keeper at Gravesend, and received nothing out of the proceeds. He made an affidavit to the effect that only 18*s.* was due for board and other things, and protests against payment. Am I at liberty to decline payment?—Yours, &c., SHIPOWNER.

London, Aug. 6, 1876.

[The man not having received value for his Note, should give notice of its stoppage; and if proceedings are taken, an adjournment should be asked for till the arrival of the ship.]

WAGES.

ALLOTMENT NOTE AND MISSING SHIP.

SIR,—Is it right for a Shipowner to stop payment of a Seaman's allotment money because he calculates that the vessel is overdue from the St. Lawrence, and is lost with all hands, or (as the Owner himself hopes) may have put into a bye Port and got frozen up, without communication, till the spring releases her; and when should he exercise the right to cease payment?—Yours, &c., E. S. R.

London, March 8, 1877.

[Lapse of time after the ship had been last heard of would alone excuse the Shipowner from paying on the Allotment Notes. In the event of an application to the Magistrate it would be necessary to give reasonable evidence for the discontinuance of payment; and, failing to do so, an order would be made on the Owner.]

ALLOTMENT AND MISSING SHIP.

SIR,—What is the limit of time within which the wife of a Seaman should obtain her half-pay from the Owners of a ship homeward-bound from Newfoundland since the middle of December last? There has been no news of her, and she is supposed to be lost.—Yours, &c., A SHIPMASTER.

London, March 5, 1877.

[There is no exact limit to the time. Each case is settled on its own merits. A vessel from Newfoundland would be overdue if she sailed in the middle of December.]

ALLOTMENT NOTE.—INSOLVENT OWNER.

SIR,—I have a son on board a vessel of this Port, now on a foreign voyage, who left half-pay with his wife, which has been paid regularly until this week, when, on application being made, I was told that the vessel had gone into other hands. The Owner has gone into Court for liquidation. How is my son's wife to proceed to get her half-pay, she having several children to provide for?

A MASTER MARINER.

St. Ives, Cornwall, Jan. 15, 1876.

[The Allotment Note being due for wages earned, the amount should be paid out of the assets of the insolvent in full, and in priority to all other claims. The purchaser of the ship cannot be sued under Sec. 169 of the Merchant Shipping Act, 1854, as therein provided, for he was not the Owner or the Agent who authorised the drawing of the Note. The ship, however, although sold, can be arrested on arrival for the wages due to the Crew, and this would include the amount of the Allotment Note up to the time the Seaman was discharged.]

SAILING BY THIRDS.—CREW'S WAGES.

SIR,—I have a vessel which the Master sails by the share. In case he refuses to pay the Crew's wages is the Owner liable?—Yours, &c., SUBSCRIBER.

Looe, Oct. 27, 1876.

[If Master or Owners refuse to pay the wages of Seamen an order may be made by any Court; and for the purpose of compelling payment any Justice of the Peace or Stipendiary Magistrate may direct the amount remaining unpaid to be levied by distress or pounding and sale of the ship, her tackle, furniture, and apparel—(Section 523, Merchant Shipping Act, 1854). Seamen have a lien by the Law Maritime as well as by Statute on the ship for their wages.—(See the Ann, "Williams v. Oldridge," *Shipping and Mercantile Gazette*, Oct. 16, 1876.)]

MONTHLY HIRING.

SIR,—I shipped by monthly articles a man who was to discharge cargo or ballast if required. I made the voyage, but did not require him to discharge cargo. Can he claim one month's wages?

MATHEW SAUL, Master of Eliza, brigantine,
Dublin, March 1, 1876. of Dublin.

[The wages would be due for the month.]

WAGES.

SAILING BY SHARES.

SIR,—A man taking a vessel to sail by the share in the Coasting Trade, through stress of weather, cannot pay the monthly wages of the Crew. Is the Owner liable to make good his deficiencies? A COASTER.

Gravesend, March 18, 1876.

[If the Master does not pay the wages, and the Magistrate makes an order for payment, which is neglected by the Captain, the latter may be committed; and if the Crew fail to recover from the Captain they have their remedy still against the ship.]

SAILING BY SHARES.

SIR,—I was Master of a small coasting schooner, 125 tons burthen, which I sailed by half-shares, paying victuals, wages, and half Port charges, the Owner finding the ship in wear and tear and paying half Port charges. I discharged a cargo in an Irish Port, and sent the Owner his half-share of the freight. I then ballasted for a Welsh Port, and on arrival loaded a cargo of coals for another Port. Half-way on her voyage the vessel was lost. Is it legal for me to pay the whole of the Crew's wages and victuals from the time the vessel began to take in her ballast at the Irish Port, or is the Owner liable for his portion of victuals and wages as well as the half Port charges?—Yours, &c., A SHIPMASTER.

Connah's Quay, Nov. 21, 1876.

[Seamen's right to wages and food commences from the time of their agreement or presence on board—(Section 181, Merchant Shipping Act, 1854)—and therefore they would be entitled to the same from the time the vessel began to take in her ballast at the Irish Port, as the men were on board and at work; and, under the agreement quoted, the Master would have to bear the charges. It was open to him to protect his risk by insurance.]

COASTING SEAMEN.—CONTRACT.

SIR,—If a Sailor signs articles in the Coasting Trade, is he bound to serve in the said vessel for six months? No stipulation of time was mentioned in the articles. A Sailor has been sent to gaol, having signed no articles whatever. What remedy has he for loss of time and false imprisonment?—Yours, &c., J. J.

Amlwch, Jan. 4, 1877.

[The Master of every ship in the Coasting Trade above 80 tons must sign articles of agreement with every Seaman whom he carries to sea—(Section 149, Merchant Shipping Act, 1854); but agreements may be entered into extending to six months. If a man has not entered into an agreement to serve for six months, he would be at liberty to leave at the end of a voyage or run, and could not be punished as a deserter. For compensation, if wrongfully imprisoned, a seaman would have to seek redress in a County Court.]

COASTING VESSEL'S WAGES.

SIR,—I am Ship's Husband for a little schooner which was lost about a month since, and the Captain sailed her by thirds, he paying wages, victuals, and Port charges. A few days ago I received a letter from the Mate and one of the Crew, demanding two months and a half wages. In your opinion am I liable? Should not the Captain be the responsible person? As the vessel was in the Coasting Trade, ought not the Mate and Crew to have demanded their wages every month?—Yours, &c., JUSTICE.

March 1, 1877.

[The Captain is liable to the Crew for the wages, and they should sue him in the first instance. Should the Captain be insolvent the men would still have a lien on the ship. If the Crew were on monthly wages they might have demanded their money monthly, but the failure of the Captain to pay them would not bar their claim against him or the ship.]

WAGES.

COASTING ARTICLES.

SIR,—I arrived at this Port from London, and having discharged my Crew from the Coasting Articles, I reshipped a fresh Crew, and gave them, after signing Articles, an Advance Note payable at my Broker's office two days after the vessel sailed. At the same time I allowed them, at their own request, two days, but instead of their coming on board at the end of that time, I have been two days more seeking for fresh hands. I have applied for redress, but cannot get any. What are the best means for a Master with his Coasting Articles to do?—Yours, &c., W. T. GRIFFITHS,
Master of the brig Ringleader, of Whitstable.
Sunderland, April 24, 1877.

[Coasting Articles may be signed before a Shipping Master, but they are usually completed on board the vessel, if practicable, at the time of sailing, or, if not, after getting to sea.—(See Section 145, Merchant Shipping Act, 1854.) Time agreements may be entered upon under the Acts of 1854 and 1872.—(See page 90, *Maritime Notes and Queries*, Vol. 1.)—If men sign articles and absent themselves without leave, or neglect to join their ship, they may be proceeded against under Section 243 of the Act of 1854. We are of opinion that the holders of the Notes could not recover under the circumstances, but in issuing such orders care should be taken to insert the words "if the Seaman to whom this is payable is then serving on board."]

RUN IN COASTING TRADE.

SIR,—I agreed with the Owner of a schooner to go by the run from here to Plymouth and back at 4*l.* 10*s.* Instead of coming back to Aberdovey the vessel went with limestones to Charlestown, Cornwall, and from there to Runcorn with a cargo of clay. What extra pay would be fair for the voyage? I had to pay my expenses from Runcorn home.—Yours, &c.,
Aberdovey, Aug. 12, 1876. A SUBSCRIBER.

[Our Correspondent would be entitled to wages for another half run, and his passage money from Runcorn to Aberdovey.].

WAGES BY THE RUN AND DEMURRAGE.

SIR,—If a Master and Mate sail in a ship by the voyage in the Coasting Trade, does their voyage terminate as soon as the ship comes on Demurrage at a discharging Port, and can they claim anything while the ship is on Demurrage?
Jan. 29, 1876. A SHIPOWNER.

[The voyage would not end until the cargo was discharged, unless the Master and Mate were engaged to take a vessel to a Port without reference to a voyage or the custom of a trade. We are of opinion that, although a Crew are not entitled to leave a vessel at anchor in the river, they should be paid an additional sum when the Shipowner is compensated by Demurrage.—(See letter in *Shipping and Mercantile Gazette* headed "Wages by Detention or Demurrage," Feb. 22, 1875.)]

WAGES FOR TIME OR VOYAGE.

SIR,—A vessel belonging to me put into this Port leaky a few days ago; she is bound to St. Malo, the Crew being shipped by the voyage. After she arrived in Port I took labourers to discharge the cargo, and wanted the Crew to attend the pumps. She made about one inch an hour, and four hours' pumping in 24 would keep her free. The men refused to pump, and I therefore ordered the Captain to stop their food. They then summoned the Captain for their keep, and the Magistrates decided to-day in their favour, and according to the men's statement advised them to summon the Captain for wages for the whole voyage. Am I bound to keep men who refuse to work, and have the Magistrates a right to induce the men to put in an excessive claim against me? The position of a Shipowner in these hard times is surely unpleasant enough, especially when his vessel gets into trouble, and should not be made more so without necessity. A SHIPOWNER.
Dover, Jan. 29, 1876.

WAGES.

[If a Seaman is detained on a charge of desertion or any kindred offence, and the vessel is surveyed under Section 7 of the Act of 1871, and it is proved that she is not in a fit condition to proceed to sea, or that her accommodation is insufficient, the Owner or the Master is liable to pay to such Seaman any compensation for his detention as the Court may award.—(Section 9, Merchant Shipping Act, 1878.) In every contract of service, express or implied, the Owner or Master is bound to keep a ship in a seaworthy condition.—(Section 9, Act of 1875.) We are of opinion that if a ship, from some unexplained cause, leaks, and the Master puts into a Port to discharge the cargo, repairs the vessel and makes her seaworthy, the Crew are not absolved from their engagement, nor is the Owner. If, however, the voyage is abandoned, and the Crew have not been charged with desertion or a kindred offence, and the men are willing to resume the voyage but are not required, they could claim for the voyage, as the wages were to be paid by the run in a lump sum, and Section 167 of the Act of 1854 merely refers to monthly hiring.]

LIEN AND CASH.

SIR,—I was paid off in Cape Town and signed a release, and then gave 80*l.* to the Captain in return for a draft on the Owner. The Master left the ship the following week, and on arriving home I found that the Managing Owner had become bankrupt, and his affairs were passed over to the other Owners. I presented the draft, and they declined to pay.—Yours, &c., A SAILOR.
Deal, March 30, 1877.

[Our Correspondent, having been paid in cash and executed a release before the Shipping Master, has parted with his lien on the ship for his wages; and he must now claim with the other creditors for the amount of the bill he holds against the bankrupt's estate, or upon the Co-Owners for whom the Manager was acting at the time of his failure.—(See Section 19, Merchant Shipping Act, 1862.)]

WAGES CLAIM OVER SHIPWRIGHT'S LIEN.

SIR,—In July last a vessel of which I was Master and Part-Owner fell under the ban of the Board of Trade, and in consequence an attempt was made to sell the ship, but, under the circumstances, no buyers were in the market. At last my copartner agreed to comply with the orders of the Board of Trade Surveyor, and the ship was placed upon a slipway in the Tyne for that purpose, and the repairs were proceeded with; but, when completed, my partner was not disposed to pay his proportion of the dock bill, and the Builder arrested the ship by Admiralty process to secure himself, and the vessel may possibly be sold by order of the Court. Will my wages and the wages of the part of the Crew who have been employed on board take priority of all other claims, and what is best to be done to secure payment?
JONATHAN BENNETT, Master of the Polymede.
Wivenhoe, Jan. 20, 1876.

[Wages earned by the Crew previous to repairs, but not from the time the vessel was in the Shipwright's hands, have a prior lien over that of the Shipwright—(the Gustaf, Admiralty Court, May 27, 1862); but if the Owners are not bankrupt, a summons should be taken out against them for the wages due—(the Linda Flor, A. C., Dec. 24, 1857); and if the vessel is sold by order of the Court of Admiralty, the Court will protect the rights of Seamen—(the Harmonie, A. C., Feb. 9, 1841).]

FIRST AND LAST DAYS' WAGES.

SIR,—Can a Seaman who is engaged to join, and joins, his vessel at a late hour of the day or evening, or who is discharged at an early hour of the morning, claim a full day's

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wage for each of these days? and, if so, on what ground, or by what law? Ought it not, at most, to be computed at half or quarter day's wages?—Yours, &c., DISPUTE.
March 18, 1877.

[In Her Majesty's Service and in the Mercantile Marine the day of 24 hours is computed from midnight to midnight. The first and the last day of employment always count. A man who goes on board a ship on the afternoon or evening of one day, and is discharged the following, must have served parts of two days. When a man is engaged by the day, or week, or month, hours are not counted, and parts of days are regarded as whole days.]

OVERPAID WAGES.

SIR,—Can I sue a deceased Seaman's parents for wages overpaid to the Consul in a foreign Port, or what steps can I take in this case, and who is supposed to pay the cost for sending deceased Seamen's effects from the ship to the Shipping-office? The Master paid 5*s.* for sending the same. —Yours, &c., A WELSH SHIPMASTER.
Swansea, Oct. 3, 1876.

[If the wages of a deceased Seaman were paid to the Consul, and then handed over by the Board of Trade to the parents of the deceased, it might be a difficult matter to obtain by a legal process the refunding of any overpaid sum. A suit might be instituted in a County Court. All reasonable expenses incurred should have been allowed by the Consul.]

MONTHLY WAGES.

SIR,—The Crew of a vessel signed the usual articles for a coasting voyage at a named sum per month. Can the Captain legally discharge his Crew (before the expiration of a month) at any Port in the United Kingdom, or can the Crew leave a ship before serving a month at any Port the ship may be at? There would seem to be some uncertainty on the above points.—Yours, &c., SUBSCRIBER.
May, 26, 1877.

[Under Section 167 of the Merchant Shipping Act, if a Seaman is discharged before a month's wages are due, he is entitled to the wages due and to compensation not exceeding one month's wages. The Crew could not demand their discharge before the expiration of a month unless the agreement was violated by the Master.]

SHIPPING MASTERS AND WAGES.

SIR,—I engaged a man to serve on board my ship as A.B. at 8*l.* 2*s.* 6*d.* per month, on a voyage to the Mediterranean. Finding the man imcompetent to do an A.B.'s work I reduced his wages to 2*l.* per month, and made an entry of it in the official log, which was signed by myself and Mate and read over to him. On arrival here the Shipping Master orders me to pay in full, and tells me no Court in England would allow the deduction, because the Sailor had previously made a short coasting voyage with me. His wages were reduced at the time of incompetency, and not for the whole period he served on board.—Yours, &c.,
Goole, June 8, 1877. SHIPMASTER.

[Under Section 173 of the Merchant Shipping Act, 1854, a Shipping Master may hear and decide any question between a Master or Owner and any of the Crew which both parties agree in writing to submit to him. If, therefore, the question has not been so referred, the decision of the Shipping Master has no effect, and the Magistrate must determine whether the disrating was justified.]

FOREIGN SEAMAN'S WAGES.

SIR,—In answer to my letter in to-day's *Shipping and Mercantile Gazette*, on "Foreign Seaman's Wages," I have been told by the Consul's Solicitor that the claim for damages has got to be paid first. Is this the case, the Owners being bankrupt?—Yours, &c.,
M. T. KELLY, Master Brig Mechanic.
Cardiff, June 9, 1877.

[Seamen's wages are paid, as a rule, in priority to damages resulting from collision; and this would be so under the Law Maritime as well as under our Muncipal Law.]

PAYMENT ON DISCHARGE.

SIR,—When should Sailors in the Coasting Trade, according to law, be paid their wages after being discharged? On the 24th Dec. I wired my Captain to discharge his Crew, and the next day was Christmas Day, the following a Sunday, and the next a Bank Holiday. The Magistrates made me pay them for these three days, which I consider was illegal.
Dundalk, Jan. 24, 1876. A SHIPOWNER.

[The Master or Owner of every ship shall pay to every Seaman his wages, in the case of a Home Trade ship, within two days after the termination of the agreement, or at the time such Seaman is discharged, whichever first happens; and in all cases the Seaman shall, at the time of his discharge, be entitled to be paid on account a sum equal to one-fourth part of the balance due to him. And every Master or Owner who neglects or refuses to make payment in the manner aforesaid, without sufficient cause, shall pay to the Seaman a sum not exceeding the amount of two days' pay for each of the days, not exceeding 10 days, during which payment is delayed.—(Section 187, Merchant Shipping Act, 1854.) The Master, therefore, should have given the men, on discharge, one-fourth of the wages due to them, and failing to do so, the decision of the Magistrates would be in accordance with the Statute.]

DISCHARGE AND WAGES.

SIR,—First, having received a number of Discharge Notes (Home Trade), previously signed by the Captain, to fill in myself, being First Engineer, from the articles to discharge my Firemen, would filling up one for myself (witnessed at the time by the Chief Officer) be a legal discharge, I having filled the said discharge up several weeks before leaving the ship? Second, can I sue for wages from the time of leaving the ship through illness up to the present time, having received no further discharge? A SUBSCRIBER.
April 26, 1876.

[1st. The attested signature of the Master, if properly obtained, and to the form authorised to be issued, would be held to constitute a legal discharge. 2nd. If a Seaman leaves his vessel from inability to proceed, his wages would be due up to the period of leaving the service.]

WAGES ACCOUNT OF DECEASED.

SIR,—A ship left London for Australia in June 1874, and sailed for London in April 1875, and has not since been heard of. I had a nephew, who was Third Mate in her, and have received his account of wages [copy enclosed], a considerable portion being deducted for tobacco supplied and cash advanced; and knowing he never smoked previous to this, his last voyage, and having money with him, are the Agents justified in making such deductions, the Captain's account having been lost with the ship? I ask the question upon principle.—Yours, &c., SHIPMASTER.
London, Dec 15, 1876.

[The wages having been paid over to the Shipping Master, documents might have been asked for in corroboration of the wages account.—(Section 174, Merchant Shipping Act, 1854.) This not having been done, the parties to whom the letters of administration were granted might sue the Owner for the whole amount of the wages due, and then proof would have to be adduced of cash and tobacco having been given to the

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deceased before the ship left Sydney. The sum claimed being under 50*l.*, could not be taken to a Superior Court, but would have to be decided in the Sheriff's Court, Scotland, where the Owner resides.—(See "Hollingworth *v.* Palmer," Exchequer.)]

WRECKED CREW.—REGISTERED OWNER.

SIR,—Some time ago I signed articles as A.B. on board a vessel bound to Oporto. On the passage the vessel foundered in the Bay of Biscay, and the Crew were landed at Corunna. The Captain having no money, or the means of raising any, the Consul advised the Captain to give each member of the Crew a separate bill on the registered Owner, which we took, it being properly attested by the British Consul at Corunna. On our arrival in England, on presenting our bills to the person whose name was on the register as sole Owner, we were refused payment, and he stated he had sold the vessel to the Captain, and only kept his name on the register as security, the Captain merely giving bills which were dishonoured when due. The registered Owner holds Policies of Insurance as further security. Who am I to sue for my wages? I have had the case tried twice before, and each time it has been sent to a higher Court. I am only a poor man, and have not the funds to carry the case on so long as the wealthy Shipowner.—Yours, &c., MARINER.

Hull, Feb. 6, 1877.

[If the wages of the Crew in the aggregate exceed 50*l.*, they may consolidate their claims and sue in the High Court of Admiralty. Seamen may proceed against the Owner or the Master; and as in this case the registered Owner denies his liability, the Master who drew the bills, and with whom the agreement was made, should be the right person to sue.]

BANKRUPT OWNER AND SEAMEN'S WAGES.

SIR,—I am in a steamboat in the Home Trade, and sail under articles on weekly wages, and to find our own provisions. The ship was stopped, and the Owner has become bankrupt. We have now been here nine weeks, and cannot get any money for our own use or for our families. The Captain says he cannot get us any money, and the British Vice-Consul can do nothing for us, but advises us to summon the Captain. The Captain says no one will advance him money. Is there any use, under such circumstances, in summoning the Captain, or what is the best course to take?

Dieppe, April 13, 1876. ONE OF THE SUFFERERS.

[The Crew should obtain the "written consent of the Master," under Section 190 of the Merchant Shipping Act, 1854, to be discharged abroad before the Consul, and then they might consolidate their claims and apply to the Tribunal of Commerce for their wages and passage-money home.]

CLOTHES AND EFFECTS.

SIR,—What course should the Sailors belonging to a British ship take to recover their clothes when they come out of prison? The case is as follows:—The ship's Crew go on board at a foreign Port, and remain in the ship one month and four days. The advance they received was one month's pay, and they are in debt for tobacco 2*s.*, thus showing a balance due to the men. On their passage the Mate (the Captain's son) used threats, and in consequence they refuse to work, and ask to be allowed to go on shore to see a Magistrate. They have no complaint against the Captain or the ship, nor with anything but the Mate, and prefer going to prison with hard labour for a month to returning to the ship. Of course when they left to go on shore their working clothes were in the ship, and before they can be released from prison the vessel will have sailed. Ought the Captain to take their clothes away in the ship, and leave the men without money or working clothes? He has not put the clothes on shore. Is he justified in acting as he is doing, and ought he not to hand over the Sailors' effects to the Coastguard? It is not a case of deserting the ship.—Yours, &c.,

Feb. 10, 1877. CONSULATES.

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[The Master ought not to have taken the clothes of the Seamen away with him. He might have forwarded them to the prison where the men were confined; or, if refused there, they should have been sent to the Owner of the ship, or warehoused. On Oct. 31, 1874, a Seaman recovered 20*l.* damages for the detention of his clothes.—(See the Anna Eliza, Liverpool Court of Passage, before Mr. Attorney-General Pickering, Q.C., and a Jury.)]

DECEASED SEAMEN'S EFFECTS.

SIR,—A Sailor was lost overboard from a coasting steamer during the recent gales. He left some clothes aboard, and a week's pay was just due to him, but not paid. All the members of his family are dead, except two brothers. Should I be right in giving the effects and money to them, getting a clear receipt, signed by both, which they are willing to give; or am I compelled by law to hand over to the Shipping Master, when depositing my half-yearly return, the items belonging to the deceased? If the deceased should have left any debts unpaid, who is responsible for their payment, seeing he has left some effects and cash?—Yours, &c.,

Dec. 12, 1876. ENQUIRER.

[Whenever any Seaman or Apprentice dies during the voyage, his clothes and effects must be accounted for to the Shipping Master at the Port where the Seaman was to have been discharged, or to the Board of Trade. "Enquirer" would not be entitled to hand the same over to the relatives of the deceased; and, if the deceased left debts unpaid, the Board of Trade would be empowered to pay the creditors, if the funds were sufficient, out of the assets.—(Section 201, Merchant Shipping Act, 1854.)]

NOTICE OF DISMISSAL.

SIR,—I discharged a leading man who had been employed for 10 or 11 months wrecking. No notice was given on either side. The wages were paid by the calendar month. He has not misconducted himself, neither was there any written agreement or understanding as to the time he should be employed or discharged. Am I bound to pay a month's wages or give a month's notice to him?—Yours, &c.,

Blackwall, Jan. 29, 1877. SUBMARINE.

[If the employment was on a payment of a given sum per annum, although settled monthly, a quarter's notice would have to be given to the servant. On the other hand, if the service was a monthly one, a month's pay or a month's notice would have to be given.]

DISCHARGED WITHOUT FUNDS.

SIR,—I signed articles on board a barque, from a North-country Port, at the Shipping Office, as an A.B. for a foreign voyage, and arrived back on the 7th of this month, at 8 P.M. After being moored according to the Captain's satisfaction, the Mate said he wanted no more of us. I went to the Captain and asked him for some money to keep me until the Monday. He replied that he had none, and also that I should get no food on board, but I might stay on board, and if I did not like it, to help myself, "and do what you like with me." Has a Captain a right to discharge a Seaman as above mentioned in a strange Port?—Yours, &c.,

Oct. 15, 1876. R. B., Seaman.

[All Seamen are entitled, at the time of their discharge, to be paid on account a sum equal to one-fourth part of the balance due to them; and every Master or Owner who neglects or refuses to make payment in the manner aforesaid without sufficient cause, shall pay to the Seamen a sum not exceeding the amount of two days' pay for each of the days, not exceeding 10 days, during which payment is delayed, and such sum shall be recoverable as wages.—(Section 187, Merchant Shipping Act, 1854.)]

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WIDOW'S CLAIM FOR WAGES.

SIR,—A Captain of an English steamer died abroad in the early part of this year, and, although the Owners in England have rendered an account, his widow has been unable to get the balance paid over, though all legal formalities have been complied with. It is supposed that want of funds is the reason. The steamer is still abroad and likely to be sold, and will probably never return here again. What course should be adopted to obtain payment? And in case of the steamer being sold, are the Owners bound to pay the widow out of the proceeds?—Yours, &c., SUBSCRIBER.

Liverpool, Oct. 21, 1876.

[If the Owner is insolvent, and the claim is over 50*l.*, proceedings might be taken in any Court of Admiralty or Vice-Admiralty, or in any Superior Court of Record, under Section 189 of the Merchant Shipping Act, 1854, and any such Court would have power to attach the proceeds of the sale of the ship for the wages due; or if the amount should be paid over to trustees in bankruptcy, the widow would have a claim to be paid in full out of the assets of the estate. If the amount due is under 150*l.*, proceedings might be instituted on the Admiralty side of a County Court, under the 31st and 32nd Vic., cap. 71.—(See also "Masters' Wages and Widows' Claim," page 121, *Maritime Notes and Queries*, Vol. II.)]

WIDOW'S CLAIM FOR COMPENSATION.

SIR,—An Officer lost in the Strathclyde in her collision with the Franconia held a Captain's certificate. Is there any possibility of his widow recovering some compensation for her loss from the Owner of the Franconia? How is she to proceed to obtain it, and to whom is application for the same to be made?—Yours, &c., R. N.

Cork, Oct. 11, 1876.

[The cause having been heard in the High Court of Admiralty, London, between the two steamships, application should have been made to the Registrar of that Court; and if the funds in the Registry have not been distributed, it might not be too late to make a claim.]

MISSING SHIP'S CREW.

SIR,—A vessel now missing left a Port in America, and certain articles were washed ashore on the coast—viz. the chest &c. of a Seaman who belonged to the ship. The Owner, in paying the wages to the representatives of the deceased Seamen, paid only up to the time of her reported sailing from a foreign Port. Can he legally withhold payment for the period between her sailing and time of supposed loss on the coast of the United Kingdom?

May 5, 1876. INQUIRER.

[If the vessel sailed from America, and her wreck was cast up on the shores of the United Kingdom, we are of opinion the wages would be due for the voyage, for the articles found would be a guide to her position when last heard of, and proof of her loss on which to recover under a Policy of Insurance.]

VESSEL UNDER REPAIR.

SIR,—On the 28th February 1875 a party shipped as Carpenter on board a large sailing vessel (British) at London, about to sail for Melbourne. The engagement he entered into was for a period of three years, and with the usual conditions as provided by the Merchant Shipping Act. While on the voyage to Melbourne the vessel sprung a leak and had to put into Mauritius for repairs. While there the Captain paid off the Crew, and told the Carpenter and Carpenter's Mate to leave also. They refused to do so unless they got three months' wages and their passage paid home. They went on shore to the Shipping Master, who would not hear them speak, but demanded them to sign clear of the ship for the ordinary wages due to them. This they would not consent to, and, going on board the ship again, the Captain stopped their food for three days, and threatened to bring the police-boat alongside and give them in charge. Being thus threatened and starved, and having been refused admittance to the Sailors' Home without money, and not being able to get on board another ship without producing a discharge from the one they were serving on board of, they, on April 9, 1875, were compelled to sign clear of the ship, receiving only the wages earned from the time they left London to that date. They were likewise left by the Captain to find their passage home as best they could without any remuneration such as is provided by the Act. The Carpenter has only now reached home, and has suffered considerably in pecuniary circumstances, having had to accept almost a nominal wage in order to get home to Britain. Considering that the Carpenter and his Mate signed clear of the ship at Mauritius, under the circumstances above narrated, to the prejudice of their legal rights, could they now raise an action for three months' wages from the date of discharge, and their passage-money home? THE SAILOR'S FRIEND.

Leith, May 24, 1876.

[If a Seaman is discharged before the commencement of a voyage, or before one month's wages are earned, he is entitled to compensation not exceeding one month's wages.—(Section 167, Merchant Shipping Act, 1854.) Under Section 164, when Seamen are left behind in a place abroad by reason of illness, the Master must pay the wages; and if a vessel is wrecked, the wages cease. If a vessel, therefore, is not a wreck, and the voyage has not been abandoned, the agreement is still in force, for had the men refused to have waited until the vessel was repaired, they could have been punished. The case is not provided for in the Merchant Shipping Acts, and can only be treated as a breach of contract. A receipt in full, signed under pressure to cover all demands, would be rejected by a Court of Admiralty, and has been held as not constituting a bar to an action for the recovery of the wages due. The men have, therefore, a claim for compensation and passage home.—(See "Termination of Contract out of the Kingdom," page 87, and "Seamen Discharged Abroad," page 218, *Maritime Notes and Queries*, Vol. I.) "Receipts or releases given by Seamen, even with all the solemnity of sealed instruments, will have no effect beyond the actual consideration fairly paid."—("Jackson *v.* White," Admiralty Court.)]

NEGLECTING TO JOIN SHIP.

SIR,—On the 6th March 1876 I signed articles at Shields for a Crew in a steamer for the East, the agreement stating that the men had to be on board at 6 A.M. on March 8; but, as they did not turn up, others were employed on that date, also upon the 9th March, for time and tides' work, for which I got receipts properly logged, witnessed, &c. To my surprise, when paying off my Crew at Bristol, the Superintendent of the Mercantile Marine refused to refer to the official log, and advised four of the offenders to apply to the Magistrates for payment of their wages for the days they ought to have been on board. When before the Bench I was asked by the Magistrate's clerk why I did not take the men before the Magistrate previous to sailing, and get it settled at once. Your opinion is requested.—Yours, &c., A MASTER.

Newcastle, Nov. 14, 1876.

[A Seaman's right to wages and provisions commences at the time at which he begins to work, or at the time specified in the agreement for his commencement of work or presence on board, whichever happens first.—(Section 181, Merchant Shipping Act, 1854.) For neglecting or refusing, without reasonable cause, to join his ship, or for absence without leave at any time within 24 hours of the ship's sailing from any Port, either at the commencement or during the progress of any voyage, he is liable to imprisonment for a term not exceeding 10 weeks, and also, at the discretion of the Court, to forfeit an amount not exceeding two days' pay (Par. 2 of Section 243); and for every succeeding 24 hours' absence,

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a sum not exceeding six days' pay, or any expenses which have been properly incurred in hiring a substitute. The offence must be entered in the log, and in any subsequent legal proceedings the entries should be proved (Section 244). The offence, it appears, was committed on the Tyne, but the settlement took place at Bristol. We are of opinion that the Magistrates at Bristol had jurisdiction in the matter.]

SEAMEN AND DEMURRAGE.

SIR,—My Crew signed articles that only two of them should be allowed on shore at each port to purchase provisions. One man went ashore against express orders, and detained the vessel some time before he got on board again. Can I stop the Demurrage of the vessel from his wages, or what can be done with him?—Yours, &c.,

Aug. 7, 1876. MASTER OF A STEAMER.

[Demurrage cannot be stopped from the Seaman's wages. He must be proceeded against under Sub-Section 2 of Clause 243 of the Merchant Shipping Act, 1854.]

EXCEEDING LEAVE OF ABSENCE.

SIR,—My vessel is sailed on the weekly system. My Crew went on shore here, with two and a half hours' leave, to purchase provisions, which time was sufficient; but they exceeded this time by two hours, and the ship was lying, with steam up, waiting. They had finally to be brought from a dram-shop on board by the police. What do you consider is a fair remuneration for the vessel, under the present circumstances, being detained?—Yours, &c.,

Malta, July 24, 1876. YOUNG SHIPMASTER.

[The offence of exceeding leave of absence should be entered in the official log and dealt with by the Magistrates, unless the men agreed to make some compensation out of their wages for the detention of the ship. As to a fair remuneration, that would depend upon the loss of time, the extra coals consumed, and other circumstances of which we are not informed.]

WITNESS DETAINED.

SIR,—A Ship Carpenter sailed from Liverpool on Sept. 7, 1875, and proceeded to Quebec and Montreal. Through having to give evidence in a case of collision, he was discharged in Montreal, from whence he returned to England in another ship. He arrived in England on June 5, 1876, and proceeded against the Captain in the Thames Police Court, and judgment was given in the Carpenter's favour for wages up to June 6, but the ship in which he went out did not arrive till Aug. 1. His tools and clothes were not delivered up till Aug. 15. Is the Carpenter entitled to wages from June 6 to Aug. 15, and passage-money home from America, he having signed articles till he returned to England?—Yours, &c., SHIPWRIGHT.

Fishguard, Aug. 26, 1876.

[The contract with the Seaman continued in force till the voyage was completed.—("Beale v. Thompson," 4, East, 546.) A Seaman should be compensated by those requiring his evidence, or by the Government in a criminal case.—("Melville v. De Wolff," Queen's Bench, April 28, 1855.) As the voyage was continued, and the Seaman might have come home in the ship, but was detained in the service of the Owner, he would be entitled to his passage home and wages up to the period of the discharge of the Crew.]

ALLOTMENT CLAIMED FROM MASTER.

SIR,—A vessel sailed from England on a foreign voyage, and a Broker who acts as the Owner's Agent paid allotment money to the Master's wife. A short time after the vessel arrived in England the Master rendered up his accounts (crediting the Owner with the amounts received by his wife), and the Owner became bankrupt. Now the Broker claims from the Master (and threatens legal proceedings) the amount paid to his wife as allotment. Under the circumstances, do you consider the Master would be obliged to refund the same? or was it not credit given by the Broker to the Owner? Every voyage previous to this the Master never heard of the allotments paid, the same being always settled between the Owner and Broker. P. T.

Oct. 30, 1877.

[The Broker, having acted as Agent for the Shipowner and advanced money on his account, could not recover from the Master the moneys paid on the Allotment Note to the Master's wife. Had the Master authorised the Broker to pay the moneys to his wife, the Master would be liable to the Broker; but there was no privity of contract between the two, and therefore the Broker will have to claim under the bankrupt's estate.]

VERBAL AGREEMENT.

SIR,—I sailed in a vessel by the run to a Western Port, and the Master gave me a free pass home by railway, and an order on the Owner, but I cannot get payment. The Owner says he did not order the Captain to engage me, and no articles could be shown. What am I to do to get my money? POOR SAILOR.

London, Jan. 18, 1876.

[The Owner, in the absence of the Master, might be summoned before the Magistrates in any place at which he may be (Section 520, Merchant Shipping Act, 1854); and the summons is good if left at his last place of abode—(Section 522). A verbal agreement, or an informal or illegal agreement, cannot defeat a Seaman's claim for wages earned. Hundreds of cases have been so decided. The last was reported in our impression of the 18th inst.—(See the Aurora.)]

JURISDICTION.

SIR,—I have served on board a schooner in the following capacities—O. S., Mate, and Captain—in all for 7½ years, but left her for 11 months. During that time I received hardly any wages—not half of what was due. Am I entitled to the whole, and what course am I to adopt to recover the same? MASTER MARINER.

May 18, 1876.

[Our Correspondent is entitled to the whole of his wages, and, if the balance is under 50*l.*, he may go before a Magistrate and make his claim; if it does not exceed 150*l.* he should apply to a County Court having Admiralty jurisdiction (See Sections 3 and 9, 31 and 32 Vic., c. 71); and, if above 150*l.*, to the High Court of Admiralty.]

LUMP SUM AND TOTAL LOSS.

SIR,—Are any wages due to Seamen who "ship by the run" from a Port in Canada to this kingdom, the vessel being a total loss soon after sailing, and, of course, never reaching Port? SHIPOWNER.

[Under the Merchant Shipping Act, it is enacted that Seamen, in the event of the loss of their ship, "shall be entitled to wages for the time of service prior to such termination as aforesaid, but not for any further period" (Section 185). It is doubtful, where a contract is made for a lump sum, if a portion only, and not the entire amount, is recoverable.]

FIREMEN'S EXTRA PAY.

SIR,—I was engaged as a Fireman on board a steamer to proceed to the Mediterranean for the purpose of salving. I signed articles at 12 o'clock at night at Gravesend, the Chief Mate superintending as Master. When we got to sea I found another Master in charge, and in going across the Bay

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of Biscay we only had one man on deck. I was sent on board the wreck to discharge coals to lighten the ship, and afterwards went to Malta, where certain of the Crew were prosecuted by the Second Mate, as Master, for alleged disobedience. The steamer then proceeded home. I was paid off before the Shipping Master, and given the extra pay of 9s. for overtime by the Second Mate, who signed as Master. Is such a discharge legal; and am I not entitled to some further remuneration for my extra services? The articles were not placed in the forecastle for the Crew's inspection, and were not read over to us.—Yours, &c., FIREMAN.

London, May 28, 1877.

[Without knowing anything further of the case than represented, all we can say is that the articles should have been read over to our Correspondent when he signed them, and under the Statute a copy of those articles should be accessible to the Crew (Section 166, Merchant Shipping Act, 1854); and under Section 157 a penalty is incurred for shipping Seamen without a compliance with the law. As our Correspondent was aware of the steamer going out to perform Salvage, and was engaged to undertake such duties, he has no claim for extra services.]

ENGINEERS' OVERTIME.

SIR,—I shipped in an English Home Trade steamer on weekly pay, the vessel running daily trips with passengers. I was on duty from five in the morning, sometimes earlier, until eight at night, having just time to take my meals out of those hours. Of this I do not complain, as it is ship duty; but after those long hours I am requested to do repairs in any part of the ship that may be wanted, in harbour. Am I entitled to overtime for this extra work?

June 22, 1876. INQUIRER.

[Our Correspondent would not be justified in refusing duty, but we think he would be entitled to extra pay if he has worked for more than a fair and full day.]

CHANGE OF MASTER.

SIR,—I am Master of a vessel 97 tons register. She has been detained in Port waiting cargo for nine weeks. The Mate engaged most part of the Crew, and two were on board about 12 days. When the vessel was ready for sea the Master was taken sick and another Master succeeded. No articles were signed, and the Crew refuse to proceed to sea without any cause other than that of the change of the Master, the ship being in every respect fit for the voyage. Can they claim wages? They have caused the ship to be neaped and lose her passage, as substitutes could not be had.—Yours, &c., THOMAS DAVIE.

Borth, July 29, 1876.

[In the event of the Master being changed before the commencement or sailing of the ship, it would be necessary that the newly appointed Master should sign a fresh agreement with the Crew, before the Superintendent of Mercantile Marine if the vessel is in the Foreign Trade, or on board the ship if she is a coaster, otherwise the new Master would not be a party to the contract and bound by its terms, and this would hold good as to a verbal agreement. The Crew would have no remedy for their wages against a Master under whom they had not agreed to serve. Wages might be claimed up to the period when the Master was changed.]

GREENWICH SIXPENCE FUND.

SIR,—In *Maritime Notes and Queries*, Vol. I., page 102, it is stated, in reply to inquiries respecting this Fund, that all who contributed previous to 1834 were entitled to participation. I made application, being of the same opinion, having served in three ships and paid into the Fund before 1834 for about eight years, and after keeping my application before them for about nine months, and evidently satisfying themselves as to servitude &c., the Board of Trade inform me that, inasmuch as I was not "disabled or incapacitated from age from following the sea service when I quitted the sea in 1856, I am not entitled to a pension from the Fund." Under what law or Act is this decision based?—Yours, &c.,

Dec. 11, 1876. SUBSCRIBER.

[There are two funds, one the Greenwich Sixpence Fund, and the other the Merchant Seamen's Pension Fund. The difference between the two is explained at page 188, *Maritime Notes and Queries*, Vol. III. By the Winding up Act, 1851, all Masters and Seamen who, before the passing of that Act, contributed to the Fund were allowed to continue their contribution—(Sec. 22); and any Seaman who, after the time fixed for the commencement of contributions, and before the termination of his last service at sea, ceases altogether for a continuous period of three years to pay his contributions, shall forfeit all claim to relief—(Sec. 43); and pensions may be granted to any Master or Seaman who is rendered incapable of service by sickness, wounds, or other accidental misfortunes, or who becomes decrepid or worn out by age—(Sec. 44). If our Correspondent is in this position he would be entitled to a pension.]

DONKEYMAN.

SIR,—I joined a steamer on Jan. 20, and made a voyage to Suez, and back to Liverpool, in the capacity of Donkeyman. We were paid off on May 6, and settled with up to that date. The Chief Engineer told me I would not be paid for Sunday, but I could start work on Monday on day's wages, and I worked two days and then left the ship. The Engineer would not pay me for those days, nor would the Captain or Owner, and I came home. The Owner lives at Hartlepool. Can I claim my wages from him, as the ship is away? A DONKEYMAN.

Sunderland, May 19, 1876.

[Our Correspondent has a claim on the Shipowner for the two days' work, and if he has not broken any verbal agreement he might recover the wages due on the return of the ship. The Owner may not know anything about the hiring and service performed, and if the case was heard before he could obtain evidence he might apply for an adjournment.]

LIABILITY OF A SURETY.

SIR,—When the ship which I commanded was arrested a second time for my wages, and other claims, security was given by a responsible individual before the vessel was allowed to go to sea. As she is now away and I am still unsettled with, can I make my claim upon the party who gave the security and is resident in the island?—Yours, &c.,

Guernsey, Nov. 26, 1876. ALONZO WADMAN.

[There was no undertaking between the person who became security on the part of the Shipowner and the Captain when the Master parted with his lien on the ship for his wages. If an order were made for the payment of the wages and the ship was not forthcoming, the Court might make an order on the surety, but the Master has no right of action against the surety. The suit must be instituted against the Owner.]

SALE OF SHIP IN FOREIGN PORT.

SIR,—A vessel sailed from Llanelly for St. Nazaire, and was sold at that Port. Are the Crew entitled to any wages after the day of sale, and was the Captain bound to pay their passage home to the Port of departure?—Yours, &c.,

Llanelly, Aug. 21, 1876. A SHIPMASTER.

[The agreement not having terminated as contemplated by the articles, and in accordance with Section 185 of the Merchant Shipping Act, 1854, the Crew would be entitled to their passage and subsistence till they reached home, under Section 205, and their wages up to the time of arrival.]

MISCELLANEOUS.

SOLICITOR'S FEES.

SIR,—The Crew of my vessel employed a solicitor and advised him to arrest the vessel. The warrant was issued and placed on the vessel. I did not refuse paying their wages at any time, but immediately on seeing the warrant I paid them at the Mercantile Marine Office, and they signed the release. The Sailors have gone to other Ports without paying their solicitor. Is the ship bound to pay for the Sailors' solicitor? A SHIPMASTER.

Dublin, March 20, 1876.

[Not without the order of a Court.]

MISCELLANEOUS.

ATLANTIC OCEAN EQUATORIAL GUIDE.

The Meteorological Committee have issued another work on the physical geography of the Atlantic. On November 13, 1874, we drew attention to a chart, accompanied with remarks on "Square 3," or that portion of the Atlantic lying between 10 deg. to 20 deg. N. latitude, and from 20 deg. to 30 deg. W. longitude. The diagrams and descriptive matter of the present publication embrace nine squares of ten degrees each, and Square 3 is in the centre of the group, and therefore is included in the pamphlet now published, and which has been drawn up by Captain TOYNBEE, the Marine Superintendent of the Meteorological Office, from data chiefly collected by the late Admiral FITZROY. The statistical information and meteorological summaries extend over an area which takes in thirty degrees of latitude and thirty degrees of longitude, extending to 20 deg. north of the Equator to 10 deg. south latitude, and from 10 deg. to 30 deg. west longitude. The nine squares on the chart are marked 38, 39, 40, 301, 302, 303, 2, 3, and 4. No. 3 was minutely compiled and reduced to sub-divisions of two degrees; but the eight squares now completed have been sifted into spaces of two degrees of latitude by five degrees of longitude. Square 3, or the Doldrum District, was considered of such importance as to demand careful study and manipulation, but the other eight are not of equal consequence. In the Appendix, plates are given to show for every month in the year the prevailing winds and isobars for each ·05 of an inch of the barometer, isotherms of air for every second degree of Fahrenheit's thermometer, and the currents and isotherms of sea for every second degree. A Master wants to know how to take advantage of breezes that will bear his ship along on her direct course, and also how to avoid contrary winds. Very few men, if any, have ever crossed the Equator from north to south, and *vice versa*, in every month of the year, and therefore the experience of a few individuals at the best can only be partial, and not generally reliable. It is only from the logbooks of thousands of ships that comprehensive intelligence can be gleaned so as to form a good chart of the winds, currents, and swells of the ocean. Research has enabled Captain TOYNBEE to complete the nine squares above mentioned; and Navigators will notice that they extend from South America to Africa, and from the locality of the Cape Verd Isles to Ascension. Captain TOYNBEE observes that he has had to deal with a part of the sea where the two Trade Winds are always meeting, though the latitude in which they do so varies with the season; besides which there are also two currents that are mainly produced by those winds, and apparently increased in speed by the drift of water forced against Africa by the winter gales of each hemisphere. The direction of the Trades tends to draw away from the coast of Africa; and as the land prevents an influx of water from the westward, there is a third current or back drift to the eastward into the Gulf of Guinea, to replace the water drawn away by the Trade Winds. This is the well-known Guinea current. It is found that in January the N.E. Trade has advanced about 2 deg. southward on the western side of the district, and the S.E. wind prevails to 4 deg. N. in the central part of the district. In February the N.E. Trade has advanced nearly to 2 deg. to the southward, and the S.E. Trade prevails to 2 deg. N. In March the N.E. Trade is the same as in February, and there is no perceptible difference in the S.E. Trade. In April the N.E. Trade holds its way, but the S.E. Trade prevails to 4 deg. S. on the western side of the district. In May the N.E. Trade is rather more easterly, and the S.E. Trade prevails to the Equator. In June the N.E. Trade draws into a north-westerly wind near the coast of Africa, and the S.E. Trade prevails to 6 deg. N. In July the N.E. Trade draws still further to the N.W. as it approaches Africa, and the S.E. Trade prevails to 10 deg. N. In August the N.E. is lighter and more northerly, and in some cases north-westerly near Africa, while the S.E. Trade extends to 14 deg. N. on the eastern side of the district. In September the N.E. Trade increases in force, but blows about in the same direction as in the preceding month, and there is no alteration in the S.E. Trade. In October the N.E. advances several degrees to the southward, and the S.E. Trade prevails to 8 deg. N. In November it is found that the N.E. Trade has advanced about 2 deg. to the southward, while the S.E. Trade prevails to 6 deg. N. In December the N.E. Trade reachest to 4 deg. N. The force and sub-direction of the winds are set forth in detail, but we cannot find space to record them, nor the state of the sea at different periods, or the varying currents. A first attempt has been made to give the latitude and longitude where land birds, fishes, and insects have been met with, as also shocks of earthquakes felt at sea by the trembling of the ships and other signs of volcanic disturbance. Ships' riggings have been hung with cobwebs, the sails tinged with a red dust, and the decks covered with locusts. Swallows and martens are seen in abundance during April, and a butterfly, having yellow wings spotted and fringed with black, was noticed 350 miles from the nearest point of land. In Square 3 a hawk was seen carrying a stormy petrel, and plucking and eating it as it flew. A moth was caught 600 miles from any land, besides other insects. In Square 3, whales, fish, and sea birds abound, but more especially in its northern part, where the easterly current prevails. Owls and doves are spoken of, and the presumption is that these birds have been driven out to sea during the prevalence of a tornado. Captain TOYNBEE says it is shown, in the part of the sea where some of the West India hurricanes originate, that fresh north-easterly and south-westerly winds are in close contact, and that the route they take is to the southward of a permanent area of high pressure. It is also shown that a southerly wind is retreating before the advancing N.E. Trade during the months in which West India hurricanes prevail. This theory of opposing currents of

air coming into contact and creating a circular movement is a feasible one. Lieut. R. H. ARMIT, R.N., says that if a vessel advances on a line where the barometer keeps falling as she progresses, she is pretty certain to experience a heavy gale; and if the barometer falls to about 28·60 inches, there is a certainty of encountering a hurricane—"the wind shifting all round the compass in a few minutes." Two strong currents of air meeting in contrary directions are likely to be curled round at the point of interception, and made to act like what is called a cyclone or circular storm. We need not, however, discuss this topic. The labours of Captain TOYNBEE have resulted in proving that ships in crossing the Equator, when bound to the southward, should not make a westerly crossing from May to September inclusive, nor cross to the westward of 25 deg. W. if it is possible to avoid doing so. A chart on a large scale is in preparation to illustrate and further develop the physical geography of the squares, already accomplished in miniature; but the Navigator who goes to sea, bound to the South, without the valuable little work whose contents we have noted, will deprive himself of a guide that ought not to be absent from his ship.—*April* 21, 1876.

AUSTRALIAN ROUTES.

Considerable attention has recently been given to the routes outward and homeward of ships trading between Europe and Australia. The loss of the *Strathmore* on the Crozet Islands and the sufferings of her passengers and Crew have awakened the zeal of certain writers, both in England and at the Antipodes; but after carefully perusing all the correspondence on the subject, we fail to discover anything new in reference to it. Masters of ships do not agree in their conclusions, and therefore those who desire to profit by the experience of others are still left to follow their own judgment. The Committee of Lloyd's, it may be remembered, in consequence of three first-class ships bound to Australia being missing, requested the Lords of the Admiralty to instruct the Commander of one of Her MAJESTY'S ships to visit the islands lying in what they alleged to be the ordinary track of vessels. Their Lordships, in reply, expressed their opinion that Masters of ships incurred great risk by going so far south and making the run among icebergs and floating ice, and they could not feel surprised at the announcement of missing vessels. On the 29th of January, 1870, when the Hydrographer to the Admiralty issued a circular to warn Captains of ships that icebergs and drift ice had come as far north as the parallel of lat. 40 deg., between 20 deg. and 25 deg. W. longitude, we entered fully into the question, and gave details of where ice on the Eastern and also on the Western routes had been met with in 1869. The impression left on our minds was that the missing ships of that period might be accounted for by mishaps among the ice. The "Australia Directory," as pointed out by the Lords of the Admiralty to the Committee of Lloyd's, directs that, after rounding the Cape of Good Hope, vessels bound to the south coast of Australia should run down their longitude on or about the parallel of 39 deg. S., where the winds blow almost constantly from some western point, and seldom with more strength than

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will admit of carrying sail. To the southward of 40 deg. there may be open water, and if the ice has not drifted so far north, ships bound for Melbourne, Tasmania, or New Zealand may possibly fall in with strong winds, which will speedily waft them to their destinations; but it requires careful Masters, attentive Officers, and a well-disciplined Crew to keep them out of danger when so near to the Antarctic regions. COOK, BISCOE, and MOORE went as far south as 65 deg. to 70 deg.; but they were in surveying vessels and always prepared for emergencies. The line of freezing in January and February is in about 53 deg. S., and it varies at different months in the year. In certain seasons, therefore, a ship could stand away some 400 miles further south, but we do not see what object can be gained by knocking about in a region where ice may be met with at any hour; while the boisterous weather strains a vessel and damages her spars, sails, and rigging, besides carrying away boats and deck-fittings. In passenger ships the cold must cause discomfort; and we feel assured that the majority of travellers would rather chance a little delay by taking a more temperate course than suffer from the presence of icebergs. The *Strathmore* was lost from error, and by not taking warning from the seaweed that was met with on nearing the Crozet Islands. If anything may be learned from the wreck of that ship, it is, that care should be exercised in approaching land. The rule is not applicable only to the Eastern Hemisphere, but holds good everywhere else. It does not follow, however, that because a ship is run so far to the south, she is to be stranded on an island distinctly marked on the charts. A ship need not, on the other hand, be steered against an iceberg simply because one or one hundred are seen. We repeat the remark in reference to navigation of this latter character, that a good lookout must be kept, the barometer and thermometer constantly consulted, and nothing left to chance. Despite what the Lords of the Admiralty may urge or we advise, there are Captains who will keep away to the southward after rounding the Cape of Good Hope until they get beyond the 39th degree, and they may do so with impunity. It is a fact that, where Masters of 500 to 900-ton vessels would not dare to go some years back, Captains of 1,500 to 3,000 now venture without any fear of the result. Such ships as now leave our Ports ought not to be made unseaworthy by strong winds; on the contrary, they require stiff breezes to propel them through the seas, and their Commanders go to the south to find such aids. The Admiralty Ice Chart shows that bergs have floated as far north as Cape Recife, and at no considerable distance from Table Bay. In 1844, during the winter months of July, August, and September, immense icebergs fetched lat. 37 S., long. 25 E.; so that, if ice deterred a Master from pushing his way, he would have to hug the Cape and keep round the land to Port Natal, and then haul off to the eastward. A resolute Master, who understands his duties and responsibilities, has to choose his own route, and no pusillanimous fears will prevent him from making a high southing if he has confidence in himself. Along the parallel of 35 deg. South latitude there is a current setting to the east from 20 to 25 deg. East longitude. From 55 to 95 East longitude there is no set to help a ship; but in lat. 40 S., long. 100 E., another current is fallen in with, which strikes Cape Leuin and runs along the

coast of Australia, from thence to the southward of Tasmania, and on to New Zealand. The mail steamers derive great advantage from this stream, and it is said that some Captains of sailing ships have made excellent passages by keeping in with the current. It is of no use attempting to prove that more genial weather and favourable currents are to be met with in the parallels of 40 to 45 deg. if Masters of ships are resolved to go to the southward of 50 deg. S. We cannot, however, lose sight of the danger likely to happen from encountering ice in these localities.—*July 5*, 1876.

CARRIAGE OF EXPLOSIVES.

The Board of Trade have recently issued a circular on the "Carriage of Explosives in Ships." It is intended for the instruction of the Principal Officers of the Board of Trade, and sections of the Acts of Parliament relating to the conveyance of dangerous compounds by vessels are quoted in it. The sections of the Statutes referred to are the 29th of the Passengers Act, 1855; 23 to 28 of the Merchant Shipping Act, 1873; and 33, 34, 42, 58, 98, 101, and 106 of the Explosive Substances Act, 1875. These are followed by the Order in Council of August 5, 1875, and from this document we have culled the following classifications:—Class 1 comprises the ordinary gunpowder. Class 2, mixtures of nitrate, namely, pyrolithe, pudrolithe, and poudre saxifragine. Class 3 includes all chemical nitro-compounds possessed of explosive properties, or capable of combining with metals to form an explosive compound, and these are divided into nitro-glycerine, dynamite, lithofracteur, dualine, glyoxiline, and methylic nitrate. These are the only mechanically mixed preparations which consist either wholly or partly of nitro-glycerine, or of some other liquid nitro-compound. The sub-division of nitro-compounds embraces gun-cotton, gun-paper, xyloidine, gun-sawdust, nitrated gun-cotton, cotton gunpowder, SCHULTZ'S powder, nitro-mannite, picrates, and picric powder. Class 4 comprises chlorate mixtures, including such explosives as HORSLEY'S blasting powder, BRAIN'S blasting powder, HORSLEY'S original blasting powder, ERHARDT'S powder, REVELEY'S powder, HOCHSTADTER'S blasting charges, REICHEN'S blasting charges, teutonite, and chlorated gun-cotton. Class 5 includes any chemical compound or mechanical mixture which, from its great susceptibility to detonation, is suitable for employment in percussion caps and other appliances for developing detonation, or others of a similar preparation which, from their extreme sensibility to explode and their readiness to undergo decomposition from very slight exciting causes, are specially dangerous. These are such compounds as fulminates of silver and of mercury and the preparations of those substances, and any preparation consisting of a mixture of any chlorate with phosphorus, with or without the addition of carbonaceous matter, and mixtures of chlorate with sulphur or with a sulphuret. This division comprises also such substances as the chloride and iodide of nitrogen, fulminating gold and silver, diazobenzol, and the nitrate of diazobenzol. Class 6 includes all kinds of ammunition, such as safety cartridges, safety fuzes for blasting, railway fog signals, percussion caps, cartridges for small arms, cannon, shell, mines and blasting, shells and torpedoes, fuzes for blasting which are not safety fuzes, fuzes for shells, tubes for firing explosives, and war rockets. All ammunition as before defined, containing its own means of ignition or adapted to explode or fire the same by friction or percussion, comes within the foregoing division. The Firework Class is No. 7, and this includes everything intended for pyrotechnic effect or signals. Several of the Harbour Boards have adapted their rules according to the classification here given. For instance, the Thames Conservators have enacted that no ship shall carry more than 1,000 lbs. of any explosive other than Class 6 at the same time with any naphtha, paraffin, petroleum, or other volatile oil, except a small quantity for the ship's use; and such naphtha &c. is not to be used for any purpose, or on any pretence whatever, in a ship carrying more than 1,000 lbs. of any explosive (ammunition excepted) whilst she is in the River Thames within the jurisdiction of the Board. Section 6 of the Merchant Shipping Act, 1876, empowers the Board of Trade to detain ships which are unfit to proceed to sea without serious damage to human life; and the principal Officer of the London District may provisionally detain, on account of the improper loading of her cargo, any vessel that has on board as freight either gunpowder or explosive compounds. This Officer is instructed that he need not detain a ship provided the explosives are packed as required by Section 33 of the "Explosive Substances Act, 1875." On reference to that section, we find that the construction of boxes, barrels, or cases must be approved by the Government Inspector, and so made that they cannot be accidentally opened or become defective whilst being conveyed, and they must be so tight as not to allow the powder to escape. If a double package is used, the inner one must be manufactured in a similar manner. With good barrels or cases there ought to be no leakage whatever, and, without the powder escapes, no danger can arise beyond a conflagration of the entire cargo and ship. Of course we here refer to common gunpowder, and not to bituminous or nitro-glycerine compounds. The Principal Officer is not to stop a ship from sailing if she has gunpowder or other explosives on board, provided the packages are enclosed in a substantial compartment formed of double boards with an intermediate lining of felt. "If such a compartment is not provided, the Officer "must satisfy himself that the explosives are 'otherwise' and by careful stowage secured from contact with or danger from any other article or "substance carried as cargo on board the ship. If "the explosives are surrounded with goods carefully "packed, and have boards between them and the "goods, so as to completely isolate them from all "cargo, packing-cases, &c., likely to cause explosion "by metal coming in contact with powder, and if "they are placed on and surrounded by sailcloth or "felt in such a way as to prevent effectually any "of the powder getting adrift during the voyage "and filtering into the general cargo, and if they "are so placed and surrounded that the Crew cannot "get amongst them in their attempts to plunder "cargo, the Officer need not interfere with their "stowage." As there is a large quantity of gunpowder shipped from the Thames for places abroad, no unnecessary impediments should be thrown in the way of such a trade. Already the cost of export is

more than doubled, for we have been told that a Shipowner had to expend 27*l.* 5*s.* to earn 13*l.* 15*s.* We admit that powder ought not to be stowed over articles liable to spontaneous combustion, or is permitted to fall among the general cargo. It has been customary to stow it in the hold, immediately under the hatches, and on the top of tarpaulin. At the end of a voyage, when barrels have been badly constructed, loose powder has been swept up on the tarpaulin; but as there is so much agitation respecting the destruction of ships by explosions, we once more ask those interested in Underwriting to mention a case in which they have suffered a loss through the blowing up of a ship at sea by gunpowder. Naked lights and negligence in Port are the dangers to be guarded against. We do not care, however, for sensational surmises. We want facts. The best guardian of a ship's hold has been gunpowder. When this is boxed in, Jack will have less fear, and then an explosion may occur.

DASSEN ISLAND AND ITS REEFS.

The losses of two large ships within a short distance of each other on the South-West Coast of Africa, and within a day's sail of the anchorage in Table Bay, are events of importance, not only to those immediately concerned, but to navigation. On the 19th of October the *Windsor Castle*, outward bound with passengers, went ashore on Dassen Island, and shortly became a total wreck; and this report has been quickly followed by that of the loss of the *St. Lawrence*, with the 2nd and 3rd Regiments on board, at Paternoster Point, some forty miles further to the northward. Fortunately there has been no loss of life in either case, though that of property has been very serious. The case of the *Windsor Castle* has been the subject of an investigation at Cape Town, the result being the suspension of the Master's certificate for nine and of the Second Mate's for three months. That of the *St. Lawrence* remains to be investigated. There can be no doubt that the loss of one if not both of these ships arose from running too fine a course when approaching Table Bay from the northward. Dassen Island lies a few miles off the mainland in Saldanha Bay. It lies low, and in thick weather might easily be missed. But the locality is specially dangerous by reason of the reefs which stretch out to sea from the island, and which makes the navigation treacherous in the extreme. It was one of these reefs which caught the *Windsor Castle*. Happily, there was little sea on at the time. Had it been blowing, as it frequently does on that coast, heavily from the southward and westward, the ship would have broken up at once, and not a soul, in all human probability, would have been saved. A ship, in making for Table Bay, has no excuse for getting entangled amongst the reefs of Dassen Island. There is abundance of sea room on the starboard hand, and nothing is gained by keeping an inshore course. Ten miles to the westward of Dassen, in the parallel of 33° 30′, there are 110 fathoms. The proper course from Dassen Island to Robben Island, at the entrance to Table Bay, runs in water of from 30 to 40 fathoms, and Masters are warned in approaching the latter island to give it a wide berth, for, although lighted, it is low and dangerous. But if this caution is necessary with respect to a lighted island in Table Bay, how much more requisite is it with regard to an unlighted island lying on an exposed coast and surrounded by reefs stretching a long way out to sea. Dassen is a place to be avoided by all Mariners acquainted with that part of the African Coast, the dangers of which are fully set forth in the Sailing Directions. The *Windsor Castle* is the second vessel which, within the past three years, has gone ashore on the reefs surrounding this island. On the 25th of May 1873 the mail steamer *Roman*, belonging to the Union Company, on her homeward passage from Cape Town, ran on the reefs off Dassen. The vessel was subsequently got off and repaired in Table Bay. Whether the interests of navigation do not require that the island should be lighted need not at present be discussed. There is abundance of sea room to avoid the danger, and, except in thick or foggy weather, very prevalent on that part of the West Coast, there is no excuse for any ship running into the dangers of Dassen Island, whether bound in or out of Table Bay. With respect to the loss of the *St. Lawrence*, it seems strange at first sight that any ship making for Table Bay should have been caught on Paternoster Cape, which should have been left some miles to the eastward. The wreck of a troopship in the neighbourhood of the Cape at once recalls the loss of the *Birkenhead* on an outlying danger beyond Table Bay, a disaster which has impressed its name on the locality. But the *Birkenhead* struck on a rock twelve feet under water, and which previously had been little known, if known at all, to Mariners. Twenty-four years have elapsed since the *Birkenhead* was lost on the rock which bears her name. Since then the rock and the adjacent coast have been very carefully surveyed, and it is not likely a similar casualty will again occur there. But the outlying dangers of the South-West and South Coasts of Africa are numerous, and demand all the caution and vigilance which can be given to the navigation of those waters. The true secret of safety there, as elsewhere, lies in keeping a good offing, and giving well-known dangers a wide berth. In making Table Bay from the northward there is, as we have said, no reason or excuse for keeping close in with the mainland. Table Mountain can be seen many miles out at sea, and, as before observed, Robben Island, at the entrance of the bay, is well lighted. Prudent Shipmasters shape a bold course for Table Bay, and make the Mountain as a landfall. To make free with the coast, more particularly to the northward, is bad navigation, leading, as we have seen, to very disastrous results. The facts connected with the loss of the *Windsor Castle* and the *St. Lawrence*, properly brought out, will be instructive, and supply a useful and, unfortunately, a much-needed warning to Shipmasters navigating their ships into Table Bay.—*December* 9, 1876.

EXPLOSIVE SUBSTANCES.

Major MAJENDIE, R.A., Her MAJESTY'S Inspector of Explosives under the 38th VIC., c. 17, having placed before the Secretary of State for the Home Department his annual report for the year 1875, a copy of it has been laid before both Houses of Parliament and printed. This document deals with the inspections made by Major MAJENDIE and Major FORD at all the gunpowder, dynamite, gun-cotton, and other factories, and gives a history of the acci-

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dents which happened during nine months ending December 31, 1875. At the gunpowder works there were eight disasters, involving the deaths of eleven persons and injuries to eleven. There was one accident at a patent cotton gunpowder factory, but no lives were lost or injuries sustained. Dynamite is chargeable with one explosion, accompanied with the death of one person and injury to three others; and in the manufacture of fireworks one accident took place, in which three individuals were killed and three wounded. The average for the period mentioned was below that of former periods. Major MAJENDIE enters into details with respect to the Bremerhaven explosion, and completely exhausts the whole subject in relation to the diabolical attempt made by ALEXANDER KEITH, who went by the *alias* of WILLIAM KING THOMAS, to destroy the *Mosel* (s) on the 11th of December 1875. The box contained a clockwork machine which would go for a certain time and then strike a hammer, which was so fixed as to explode the contents of the chest. KEITH—for that, it appears, was the miscreant's right name—labelled the box "Caviare," and gave directions that it should be kept in a warm room, in order that it might not be spoiled. Mr. WARD, Her MAJESTY'S Consul at Bremerhaven, states that the degree of the momentary pressure caused through the explosion of the 350 kilos. of lithofracteur has been estimated by calculating the degree of resisting power contained in the pieces of iron and other metals which were torn off the steamer at 360,000 kilos. per square centimetre, or at the rate of 360,000 degrees of atmospheric pressure. The hole made in the quay on which the case stood measured 9½ metres in circumference and 2 32-100 metres in depth; and the solid pavement, with the soil beneath it, was pressed downwards, whilst neither stones nor sand were thrown up on the sides of the cavity. The *Mosel* and the tugboat lying alongside of her were seriously damaged, and houses at a distance of 750 metres had their windows broken. The detonation was heard at a distance of fifty-five miles. The case was lifted from a waggon in which passengers' goods were transported and slipped out of the carrier's hands. The Major enters fully into the actual cause of the explosion, and states that, by a singular oversight, the apparatus was not provided with a detent spring, Herr FUCHS, who made the machine, having understood it was meant for use in a factory. Had he known it was intended to withstand the shock of a violent concussion, he would have fitted a contrivance by which the horizontal lever could not descend till released by the mechanism. The trigger, says Major MAJENDIE, received a jar when the heavy case fell, and this may have released the hammer. Had there been no clockwork with a striking contrivance, there is every probability that the lithofracteur would not have exploded. On the 22nd of February 1872 a cardboard box containing lithofracteur, weighing five pounds and enclosed in a wooden case, was thrown from the top of a quarry on to the rocky ground below, a height of about 150 feet, but although the cartridges were thrown out, no explosion took place. A box containing 56 lbs. of dynamite, packed in ten cardboard boxes, was allowed to fall 60 feet on to broken shingle, and there was no explosion. The experiment was repeated on solid rock, with a fall of 130 feet, with the same result. Major MAJENDIE states, however, that in none of these instances was the substance in a frozen condition; and as the frost was severe when the calamity happened at Bremerhaven, a comparison of tests is not altogether reliable. The panic engendered by the Bremerhaven accident led to a statement that "dynamite is quite unexplosive by either friction or percussion at any temperature, neither will it explode when exposed to fire alone." Major MAJENDIE declares that these statements are "absolutely incorrect and dangerously misleading." Dynamite, he says, may be exploded by such agencies as those mentioned with very great ease, and he furnishes proofs of his assertion. He then states that dynamite and lithofracteur, when disposed in small quantities on hard surfaces, and subjected to percussion, are actually at least as liable to explosion as cap composition. The Major next quotes from the report of the Committee of the House of Commons on Explosives, to the effect that 6 cwt. of dynamite, contained in 12 wooden boxes, was placed in a shed, and lighted shavings applied. In about three minutes a sudden burst of flame from the dynamite set fire to the building, which burned fiercely for six minutes, when an explosion occurred. The shed was blown to fragments, and a crater formed on its site 18 feet in diameter by 2½ feet in depth. It should be mentioned, however, that two of the boxes had no lids, though, as regards the explosion, this may not have accelerated the outburst. Major MAJENDIE refers to these experiments incidentally, though holding that the record of the Bremerhaven affair ought not to create undue alarm, and raise a prejudice against nitro-glycerine preparations, for the case which held the lithofracteur had travelled without accident, and with no especial precautions, to New York and back to Germany. It has been established that if nitro-glycerine escapes from the receptacle holding it and besmears, however slightly, anything of a commonly hard substance, and it is struck by a hammer, an explosion will follow. Nitro-glycerine is, consequently, an exceedingly dangerous thing to carry, as was proved by the falling of a case at Colon, and another awful affair at San Francisco. Nitro-glycerine, however, is used in the United States with as much safety as gunpowder, but great care is required in handling it. During the last nine months of 1875 the licences granted in the United Kingdom for nitro-glycerine preparations were 406, proving that this class of explosive is largely on the increase for mining purposes. To get over the difficulty of leakage, the nitro-glycerine—or, as it is sometimes called, glonoine oil—is mixed with absorbents, and the names and compositions for which licences have been granted are as follows:—

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	Component Parts		
	Nitro-glycerine	Infusorial earth, or "Kieselghur"	Other Absorbents
1. Dynamite (No. 1)	75	25	—
2. Dynamite (No. 2)	18	—	82
3. Horsley's Blasting Powder (A) . .	25	—	75
4. Horsley's Blasting Powder (B) . .	25	—	75
5. Brain's Blasting Powder	40	—	60
6. Lithofracteur . .	55	21	24

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The first and last of the above-named contain the largest quantity of purified nitro-glycerine. Dynamite No. 1 is prepared with the infusorial earth alone, but No. 2 is mixed with 71 parts of nitrate of potash, 10 parts of charcoal, and 1 part of purified paraffin ("ozokerit"). Lithofracteur has 1 part of charcoal, bran, or sawdust, 3½ parts of infusorial earth, 2½ parts of baryta and carbonate of soda, and ½ a part of sulphur and manganese. The absorbents are intended to prevent the oil from exuding, and in cold weather there can be no doubt that protection is secured. If, however, a box is exposed to the heat of the noonday sun, or to the warmth from fires, the oily matter is pretty certain to escape. If, however, the dynamite or lithofracteur is packed in airtight metallic cases, or in boxes manufactured from any material that will not stave in, or allow the nitro-glycerine to go through them, there should be far less danger in conveying these explosive substances than those of different kinds of the ordinary gunpowder.—*June* 7, 1870.

OWNER'S LIABILITY FOR INJURY TO SERVANTS.

In the Exchequer Division, on the 27th of November, the action of "JONES *v.* The Great Western Railway Company" was finally disposed of. The cause had been heard before two juries without any satisfactory result. The plaintiff was the widow of a Bargeman whose life had been sacrificed by a bag of oilcake falling on him from the slings of a crane. It was alleged that the accident happened through one of the defendants' servants negligently handling the lift. On the plea of contributory negligence being raised, Mr. Baron POLLOCK directed a nonsuit. We may therefore assume that the servant was not wholly in fault. These actions for personal injuries have been rather numerous during the past few years, and, as a rule, where no contributory neglect can be proved, the employers are mulct in damages and costs. Decisions have, however, been recorded where an employer has been held not liable for loss of life or injury in consequence of defects in gear not being known to him. Here is an example:—A Shipwright sued Shipowners for injuries received by him in the execution of his duties. He took hold of a cross bar of the railings round the hatchway to assist him in his descent, and the rod unshipped itself in consequence of the movable end fitting very loosely in its socket. When the bar gave way the Shipwright was precipitated into the hold. It was held that, to make an employer liable, it must be shown that he knew the railing was in a dangerous condition, and, in the absence of evidence to that effect, a nonsuit was directed.—(Liverpool Court of Passage, Oct. 29, 1874.) A totally different construction of the law has also been laid down. Take the following as a specimen:—A foreman labourer in the employ of Shipbuilders was engaged in having a boiler lifted by a crane, and the hook of the chain broke. The man suffered severe injuries, and entered an action for recovery of damages. There was a flaw in the crane-hook, and witnesses for the plaintiff stated that it could not have snapped in the manner it did unless it had been faulty, and, further, that the defects could have been detected by ordinary tests. The jury awarded 500*l.* damages.—("MATTHEWS *v.* Hull Dock Company," Hull Venire Court, April 13, 1874.) In another case a hydraulic lift was improperly set going by a person who, it was contended, had no authority to do so, and therefore the defendant could not be made liable.—("PARISH *v.* JOUANNET," Common Pleas, Feb. 23, 1874.) A labourer sued a Stevedore for injuries received through bales being thrown down a hold, one of which struck his hand and crushed it. Mr. Justice BRETT held that the man who threw down the bales was a fellow servant, and that the defendant, their common employer, was not responsible. The plaintiff was nonsuited.—(The *Peterborough*, "REGAN *v.* MARSH," Common Pleas, February 19, 1874.) A trial which occupied a considerable time in the Law Courts involved several points of a special character, one of which raised the question whether a man was a servant of the Shipowner, or, if so, for a particular service.—(The *Priam*, "BROWN *v.* HOLT," Exchequer, February 5 and December 7, 1874.) A Consular passenger from Hong Kong had to sleep in the forecastle with two other Seamen. When in the tropics a section of the hatch was rigged up in order that more air might find its way below, and, in lowering a jib, a block struck the erection and sent the section edgeways down the forehatch upon the plaintiff's head, fracturing his skull and otherwise injuring him. In defence it was alleged that the erection had been put up contrary to the Captain's orders, and that the forehatch was a fit and proper place for the plaintiff to sleep in, according to the 212th Section of the Merchant Shipping Act, 1854. At the first trial judgment was entered for the plaintiff, but leave was given to the defendant to move the Court to enter a nonsuit against the plaintiff, or a verdict in his favour. The Lord Chief Baron, in the last action, left several questions to the jury, and it ended in a verdict for the plaintiff, with damages 475*l.* Another case will serve to illustrate the operation of the law as regards a Shipowner's liability for injuries inflicted on passengers or other persons not actually trespassers. A Shipping Clerk went on board a steamer at Funchal to make arrangements for coaling her. On returning to the vessel to see that the work was being properly carried on, and while passing along the deck, he fell through a bunker-hole which had been left unprotected, and thereby sustained a serious injury to his knee. The hole had been used for shooting the coals, but the men, on leaving off work, left lights to give warning of the danger, but which, it was alleged, were removed by some of the Crew. The defence was that the plaintiff, from the nature of his occupation, should have known that, during the process of coaling, bunker-holes might possibly be open; that he ought therefore to have taken more care than he did; and that his inattention had contributed to the accident. With respect to the lights, it was said they were taken away by Portuguese labourers engaged by the plaintiff himself; and although they were paid by the Master of the ship, it was argued that their negligence or improper acts could not make the defendant liable. Baron BRAMWELL, in summing up, said the case presented hardships on both sides—a hardship upon the plaintiff, if he had been guilty of no negligence himself, that he should be put to so much suffering without compensation; and a hardship upon the defendant Shipowner, against whom it was not alleged that he had either an improperly fitted ship or an inefficient Crew, and on

whom personally no blame rested. The jury awarded the plaintiff 500*l.* damages.—(The *Marc Antony*, "TAYLOR *v.* FAWCETT," Exchequer Division, May 20, 1876.) There have been other instances of hatchways or bunker-holes being left open and unprotected, and in actions at law the sufferers have recovered pecuniary compensation. There is a curious old case where a watchman, in the course of his duty, went on board a ship in a dock, and in passing along the main deck his lantern struck a swinging charcoal burner, which he had not observed, and this led to the lamp being extinguished. In groping along to get on deck by another ladder, he tripped over something and fell through an empty hatch into the hold. The man was not an unlawful trespasser, and the question argued was as to whether a Shipowner was compelled to provide against injury to a constable on a dark night, in the execution of his duty, by guarding open places by lights, ropes, or spars. It might be understood that a constable, having his suspicions aroused, would have to board a vessel in the absence of her Crew; but at night he is supposed to be supplied with a light. This lamp, however, might be knocked over, and, in that event, he would be left in darkness to find his way, and perhaps break his neck by falling through an open and unprotected scuttle-hole. This cause was not fought out, but if a juror had not been withdrawn it would have established a precedent of its kind. Looking, however, to the liability of a Shipowner in these cases, the most prudent step to adopt, in order to avert such claims for loss of life or injury, would be to give instructions to close all bunker-lids and guard all other openings.—*November* 6, 1876.

SHIPMASTERS' RESPONSIBILITIES.

The duties and responsibilities of the Master of a ship have been so well and fully described that it would be an utter impossibility to say anything new upon the subject; but his legal position is not clearly defined by Statute. The requirements expected from a Captain in some trades are very considerable, for besides being versed in Navigation, Seamanship, the build and rig of a vessel, sailmaking, carpentering, coopering, cooking, surgery, Maritime Law, the deviation of compasses, Chartering, and Bills of Lading, he cannot hope to obtain command unless he is acquainted more or less with foreign languages, and has a knowledge of all the Merchant Shipping Acts and the *International Code of Signals*. All these qualifications may, however, fail him if he does not hold a first-class certificate in steam, and have capital to take shares in a vessel. If a voyage does not turn out advantageously, it is sought occasionally to supersede the Master in a foreign Port, and British Consuls, in their reports to the Foreign Office, state that they are applied to in such cases, but do not know what advice to give. The fact is that Masters, as a rule, are appointed to the command of ships for an indefinite period, and not for a voyage or term in the manner that Seamen are engaged. They are retained in the same employ for years without signing any agreement, and it is not considered necessary to subscribe to written contracts of service where there is a verbal understanding existing. It was held in the Admiralty Court (*vide* the *Gananoque*) that where a Master had made

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one voyage in a ship under a written agreement, and was continued verbally in the same service, the law presumed that the terms of his engagement for the one voyage extended to the succeeding voyages. By Section 191 of the Merchant Shipping Act, 1854, the Master of a ship, so far as the case permits, has the same rights, liens, and remedies for the recovery of his wages as are given to Seamen under the Statute, and an enforced absence from the United Kingdom by illness or other causes does not prevent him from bringing his claim before a Court on arrival home. No suit for wages can be brought in the Court of Admiralty unless commenced within six years subsequent to the period of claim. This is a reasonable limitation, and, in a suit for wages only, that time ought to be sufficient for the purpose. He may, however, be wrongfully dismissed, and then he must go to a Court of Common Law for redress. Under Section 167 of the Act of 1854, a Seaman may be awarded compensation to the extent of one month's wages, in addition to the pay due to him, if he is discharged before the commencement of a voyage, or before a month's wages have been earned, but no mention is made of Masters in the clause here quoted. Magistrates tell the latter that they can entertain wages claims, but not actions for wrongful dismissal. It has been contended that Masters and Seamen are on the same footing as to discharge before one month's wages have been earned; but it would be wrong to treat the claims of Captains in this restricted manner, for they cannot, with any justice, be so placed on an equality with Seamen, The engagements of Masters and Seamen are dissimilar, for the terms and periods of employment differ materially. A Master must, therefore, in the event of wrongful dismissal, seek redress in a Court of Law, and, when he does so, the costs of the action—not allowed in taxation—swallow up the amount awarded. The case of "GREEN *v.* WRIGHT" is an example of how a cause may be litigated. The action was tried before Mr. Justice LUSH at Liverpool. The Master had served two years under an agreement, and as the ship was on the eve of sailing from England he was dismissed without any alleged misconduct. The Judge directed the Jury that if an Owner discharged a Captain in the way mentioned, under a hiring which empowered the former to discharge the latter when the ship was abroad, it was not a wrongful dismissal, and, therefore, the plaintiff had put himself out of Court. The verdict of the Jury was in accordance with the interpretation of the law of Master and Servant. A rule was afterwards obtained for a new trial on the ground of misdirection, and in May last, the Common Pleas Division having taken time to consider the facts set before them, reversed the ruling of Mr. Justice LUSH, and made the rule absolute. The rule of construction, the Court held, must be the same for both parties to the contract. If the Shipowner might dismiss the Master without notice on the eve of a voyage, the Master might leave the ship without notice at the same critical time. Such was not, said Lord COLERIDGE, and could not be, the meaning of the contract nor the intention of the parties to it; and the Court were of opinion that the Master was entitled to a reasonable notice prior to the termination of his engagement. The new trial came on at the late Liverpool Assizes, before Baron BRAM-

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WELL and a Special Jury, and the Master recovered as compensation the sum of 60*l.*, the damages having been agreed upon. In answer to the Judge, it was intimated that three months' notice would have been deemed reasonable; and as the wages were 180*l.* per annum, the 60*l.* would include the allowance for rations. We have no desire to review the evidence taken at the trials, or to reproduce the arguments advanced on either side. It is sufficient for our object to show that, if the Master of a ship is, in his own consideration, wrongfully dismissed, he has no summary remedy for settling the question, as in the case of a Seaman. These disputes can, and should be, avoided. Four times was this case before the Courts, and on each occasion counsel were employed. The Master of a ship who is detained on shore in a wages suit is entitled to payment for all the time lost, and when the fees of leading counsel and the costs of the Court are settled, the charges necessarily amount to a considerable sum. Shipping profits are not so great as to admit of these legal proceedings. Where simple matters of professional conduct are concerned which only require to be submitted to an arbitrator, an appeal to the law should be a last resort. We are indebted, however, to the parties in this action for the unanimous expression of opinion they elicited from the Judges at a full Court, that a Master cannot throw up his engagement when a ship is about to sail, and that if a Shipowner, on the other hand, discharges a Captain at such a time without notice and sufficient cause, he is liable to pay compensation.—*October* 17, 1876.

SUNKEN VESSELS.

Every year the number of sunken wrecks around our coasts is on the increase, for the vessels totally abandoned exceed in percentage those recovered. There are Salvors ready and willing to go to work directly a ship founders, but they are prevented from carrying on their operations by the claimants to the property. In February 1870 we explained the operation of the law as regarded the removal of wrecks, and showed that a clause in the Merchant Shipping Consolidated Bill of that year would have done something towards freeing the sea from such dangers to navigation. That Bill, however, was not proceeded with, and the question is still left to be dealt with by Parliament. It was proposed in 1870 to empower Harbour or Conservancy authorities, and, where neither existed, Lighthouse Commissioners, to remove wrecks in harbours, rivers, estuaries, and also "in the sea." The limits of the districts seawards might be capable of definition, but, as in the case of the *Franconia* (s), the extent of jurisdiction would be a frequent cause of dispute, and sea-boundaries do not always enclose an equal depth of water. A short distance from the coast at some places the sea is deep, while in others it is shallow. The cost of lifting a wreck is increased in proportion to the risks incurred, and these are governed by the swell of the ocean and the soundings. Empowering authorities to remove wrecks must be supplemented by the provision of money for the purpose, and that means taxation. The Mercantile Marine Fund has no surplus out of which money can be appropriated for the clearing of navigable channels. If a complaint is made to the Board of Trade, instructions may be given to mark or remove a wreck. The Trinity Corporation, however, have no right to apply the Light Dues to any purpose but that expressly provided for in the Merchant Shipping Act, 1854. After paying the charges on the Lights, Buoys, and Beacons, the balance goes to the Mercantile Marine Fund, and is expended on Courts of Inquiry and the enforcement of the Statute in other respects. Giving a local authority the power to remove a wreck is of little use unless the means are at command to effect the object. A few days ago the Trinity Corporation advertised in the *Shipping and Mercantile Gazette* that, unless a certain submerged steamship were removed in a given time, the hull would be blown up, and perhaps the Elder Brethren, through the motion of the Board of Trade, may possess the right to destroy the property of Shipowners or Underwriters. The Board of Trade may also be justified in supplying funds to carry out the work, although probably not authorised to do so by Act of Parliament. They, however, are not prodigal in voting money to raise sunken wrecks, for if they were to authorise the Trinity House to clear away such impediments, the Light Dues would have to be augmented, or the House of Commons would be asked to vote sums from the Consolidated Fund. The perplexing part of the affair, however, is to be found in the separate interests of those having claims on a wreck. A vessel may be sunk in collision and not insured against that particular loss. Or she may founder from perils of the seas, and be abandoned to the Underwriters. The cargo may belong to dozens of people, and only a portion of it insured. The Underwriters on the hull are, no doubt, entitled to Salvage, but the goods on board the vessel do not belong to them, nor have they any title to the luggage of the passengers. Then it often happens that Underwriters on cargo give permission to Salvors to attempt its recovery; and the Salvors, being expressly engaged to rescue particular goods or bullion, do not hesitate to destroy the hull and the property of other parties to get at what they want. A Shipowner abandons his vessel to Underwriters, with the property of third persons in her, and the Underwriter elects whether he will employ Salvors or not. The Shipowner is agent for all parties, but the Underwriter looks to his own interest only, and does not place himself in the position of the Owner of the vessel. It was said a short time back that thirty-seven Underwriters had taken risks on a steamer, and that more than a hundred insurers were interested in the cargo. Every Underwriter has a voice in the engagement of Salvors, but no Underwriter has any right of interference with the hull of an uninsured ship. A Correspondent, who undertakes diving and salvage operations, stated that if he were at liberty to start away to a wreck immediately on hearing of it, and before the seas and tides could do much mischief, a vast amount of valuable property might be salved. A vessel may, however, be sunk and not abandoned, in which case the Owners of the property may warn off the Salvors. It does not follow that, because a ship meets with a disaster and gets covered with water, she is then everybody's property. When a vessel is not marked by a light or buoyed, or notice given that it is the intention of her Owner to raise her, any person has a legal right, outside of Port or Conservancy boundaries, to perform Salvage services. When, however, a wreck

is taken possession of by a Port or Conservancy authority, no independent Salvor has any right to interfere. It is not so much a question of removing a wreck close in shore, as that of lifting a hull further seawards, although a complaint was made that about the entrance to Lowestoft abandoned vessels were thickly strewn. We asked six years ago, and again repeat the question, that if Lighthouse Authorities obtain Parliamentary sanction to remove wrecks outside harbours, are the Owners of cargo or their Underwriting representatives to be permitted to take out the cargoes and abandon the hulls; or are the vessels and everything in them to be surrendered? If there is to be any legislation on the subject, an understanding should be arrived at as to the respective liabilities of all concerned. The *Vanguard*, ironclad frigate, lies in the track of vessels from Holyhead to Dublin, but the site of the sandbank forming by her huge hull is marked by a light. The *Strathclyde* (s) lies within the three-mile limit, but we should say the Dover Harbour Board would not deem it advisable to take steps to raise her, though she caused the loss of the *Harlingen* (s) through striking on her. Next to finding money for the removal of wrecks, the law must place the ownership of sunken property in the authorities who are to be charged with keeping open navigable fairways.—*July* 4, 1876.

SURVEY OF SHIPS.

When ships return to the United Kingdom from a long absence abroad they require overhauling, and, in some cases, docking for repairs. Shipowners whose letters have appeared in our columns have complained that before they could get all the cargo in their vessels discharged, notices of detention have been served upon them, and that they have been put to expense and harassed in doing that which they voluntarily intended to perform. No matter whether a ship was laid up or was on a berth for loading, the Surveyors acted in defiance of all prudential considerations. Section 12 of the Act of 1873 enacted that, when the Board of Trade had received a complaint, or had reason to believe, that any British ship was defective in hull, equipments, or machinery, or from overloading was unfit to proceed to sea without serious danger to human life, they might order her to be surveyed. One would have supposed that the law was clear enough, and that it applied only to vessels which were about to proceed to sea, and not to those dismantled, or without cargo, ballast, or Crews. We have answered Correspondents by expressing an opinion that if vessels were not intended to be sent to sea, the Surveyors had no right to interfere with them; and, above all, that they possessed no power to detain a ship without the authorisation of the Board of Trade. The Act of 1876, which repealed the law of 1873 relating to the stoppage of unsafe ships, was amended by the insertion of the words—"having regard to the nature of the service "for which she is intended." In the "Instructions to Surveyors," the Board of Trade point out the effect of this restriction upon the indiscriminate reporting of ships for survey, and the local Officers are told not generally to interfere with ships which are laid up, and particularly where there is no apparent intention of their Owners sending them to sea. So, also, if a ship is laid up, and is fit for a service in which she is likely to be employed, they are not to meddle with her; but if a ship appears not to be fit for any service at sea, or for any service on which she is likely to be employed, notice of the case must be given to the Board of Trade. The Board say that, practically, the every-day work of detention is, by the Act of 1876, narrowed down to the cases of ships brought forward for some intended service. The list of unseaworthy ships detained for survey was largely augmented by the Officers inspecting vessels before their cargoes were discharged; and in one case reported in our columns a notice was served on an Owner whose vessel was about to enter a dry dock to undergo repairs for classification. By pouncing upon ships laid up in basins or in harbours for sale, the Surveyors sought to show the public that there was a number of unseaworthy vessels the hulls or equipments of which were such as to render them "unfit to go to sea." Those zealous Officers did not want to learn whether a vessel would ever be sent to sea again or not, but set to work to find out defects in her that were not repairable, or that her Owners had not the means of repairing, and were consequently looking out for a purchaser. The Board of Trade, in a Circular—very properly as we considered at the time—endeavoured to moderate the indiscreet proceedings of Surveyors by informing them that, with regard to coasting vessels, regard should be had to the service in which they were employed. In the first instance, however, no allowance was made for any such intended employment, and it was quite sufficient to obtain an order for detention if a Surveyor could report that a ship laid up was in a defective state. The object of the Legislature, as declared in Parliament, was the preservation of life, and this, as we understood, was to be accomplished by preventing unseaworthy ships from going to sea. It was not intended, at a Shipowner's expense, to place Officers in charge of ships that were in Port, and were not destined to be sent to sea. It would be a most arbitrary interference with Shipping property if Surveyors could go on board ships in dry docks before repairs were executed, report on their deficiencies, and get an order from the Board of Trade for their detention. We feel assured that Parliament never conceded the right to Board of Trade Surveyors to intervene between Shipbuilders and Shipowners in the manner we have indicated. The Owner of a vessel was entitled to repair his ship when and where he pleased; but, on the other hand, if the Surveyor had a knowledge of her unseaworthiness, he could obtain an order from the Board of Trade to detain her. In fact the duty of Surveyors consists in stopping unseaworthy ships from leaving port, and not in depreciating the value of a vessel laid up, and perhaps advertised for sale. Rotten vessels should be broken up, but there are many comparatively sound ones that merely require to be transferred to those having the capital to make them efficient for seagoing purposes. There is no national gain in unwisely and recklessly reducing British tonnage, or in ruining the small class of needy Shipowners. British Sailors, at all events, are not advantaged by the wholesale breaking-up process, though they may be strongly interested in the prevention of unseaworthy ships from going to sea. No ship can be detained except at the instance of the Board of Trade. The District or "detaining" Officers have all the powers of Inspectors under the Merchant

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Shipping Act of 1854. They may, on the report of a Surveyor, order the provisional detention of a ship without first obtaining instructions from the Board of Trade, and direct her to be surveyed and released on survey; but no "detaining Officer" can lawfully release a vessel that has been detained by the Board of Trade, nor can he make a final order for the detention of a ship, whether he has provisionally detained her or not. The powers of these Officers are limited, it will be seen, to the provisional detention; and if on inspection they find a vessel to be seaworthy, they may order her release. The final order for stoppage and repairs must emanate from the Board of Trade, and we may rest assured that the heads of such a responsible Department will endeavour to carry out the spirit of the Acts without straining their provisions and bringing them into contempt.—*November* 11, 1876.

THE PILGRIM TRADE AND THE PASSENGERS ACTS.

It would appear that the Owners of British steamships are placed at a disadvantage in Indian Ports in competing with foreigners in so far as regards the conveyance of pilgrims to Jeddah. It is reported from Bombay that the Austrian Lloyd's Company's steamship sailing on November the 18th was to take an unlimited number of deck passengers at Rs. 23.8 per head, whereas no British steamer is allowed to clear out without complying with the law as to space. It is said that a foreign steamship may leave any Port in India and totally disregard the passenger laws. In consequence of the large number of pilgrims that were carried between Bombay and Jeddah, and the want of accommodation set apart for them, the Indian Government passed an Act in 1870 to prevent the overcrowding of ships engaged in this trade. In the preamble to the Act it was recited that abuses had been found to exist in the conveyance of native passengers between Ports and places in India and the Red Sea and Persian Gulf, and also between other Ports and places east of the Cape of Good Hope and the Red Sea or Persian Gulf, and therefore certain provisions were enacted for the regulation of that traffic. The Act was not to apply to any ship of war or transport in the service of Her MAJESTY, to any ship of war belonging to any foreign Prince or State, to any seagoing steam vessel under contract with the Government of any European State, nor to any seagoing steam vessel employed in the conveyance of the public mails under a contract. The Owners of vessels having a contract of any kind with a European Government could engage to carry pilgrims without subjecting themselves, their ships, or the passengers to any control whatever; while, on the other hand, no British ship could take on board natives of India unless the vessels were duly inspected and certificated. The space appropriated to passengers in the between decks must contain, at the least, twelve superficial and seventy-two cubic feet of space for every adult, or for every two children between the ages of one and twelve years. On the upper deck there must be a space of four superficial feet per adult kept clear for the use of passengers; besides which the Inspectors have to see that the quantities of provisions and water are ample for the voyage. The Owners of foreign vessels soon discovered that the Indian Act of 1870 gave them an advantage over the British flag, and they engaged largely in the pilgrim trade. Steam vessels whose Owners had contracts with their Governments completely monopolised this extensive passenger business, and the result was a memorial to the Governor-General. This led to the introduction of a Bill which subsequently passed the Council, and is named "The Native Passengers Act, 1876." This Act was meant to be applicable to any sailing vessel carrying as passengers more than thirty natives of Asia or Africa, to any steamer carrying more than sixty of such natives, but not to any vessels conveying passengers between Ports in British India. Under this amended law "every ship propelled by "steam, or partly by steam and partly by sails, and "performing a long voyage, shall contain in the "between decks at least nine superficial feet and "fifty-four cubic feet of space for every passenger"; and that "every ship propelled by sails and perform-"ing a long voyage shall contain in the between "decks at least twelve superficial feet and seventy-"two cubic feet of space for every passenger." The loophole which gave the Owners of foreign vessels possessing contracts with their own Government such exclusive privileges is closed; but through an omission on the part of the authorities the Governor-General of India neglected to cause the Act to be notified in the *Gazette*, and the result is that the pilgrim trade will be conducted this season by foreign flags, and all the abuses temporarily perpetuated. This is unfair to British Shipowners, who are handicapped with respect to space above and below deck. The law reaches the British Shipowner, but is inoperative as regards the foreigner, because of the requirements of the Statute not having been conformed to by proclaiming it. The Imperial Passengers Act of 1855 applies to the Colonies, but not to the territories of the East India Company and Hong Kong (Section 95, 18 and 19 VICTORIA, cap. 119); and the Governor-General of India in Council may adopt the Act or pass a local Act. In the event of an Indian law being enacted, it may be enforced in all Colonies in like manner as the Imperial Act of 1855 (Section 99). The Merchant Shipping Act of 1854, for certain purposes, defines the words "British Dominions" as including India; but the Passengers Act, 1855, specially exempts those possessions from its provisions. It follows, therefore, that the Council of India have power to make laws for the regulation of the Passenger Trade, but it will be seen they have acted unjustly in not placing all ships on an equal footing, according to the intention of the Indian Act of 1876. At one period there were disputes as to the Emigration Trade from India to Colombo; but by the 16th and 17th VIC., cap. 84, sec. 2, this was settled by enacting that the restrictions in the Passengers Act of 1852 were not to apply to vessels proceeding on any voyage from any Port or place in the island of Ceylon to any Port or place in the territories under the Government of the East India Company in the Gulf of Manar or Palk's Straits.—(Further affirmed by Section 15, Passengers Act, 1855.) The conveyance of natives of India has caused many laws to be passed, and in one of the Statutes it is enacted that it shall be lawful for the Governors of Her MAJESTY'S possessions abroad, if they shall think fit, to declare by proclamation that ships intended to pass within the tropics from any

Ports within their respective Governments may convey passengers, being natives of Asia or Africa, after the rate of one for every twelve superficial feet of the passenger deck, instead of one for every fifteen feet.—(Section 1 of the 16th and 17th VIC., c. 84, confirmed by Section 15 of the Passengers Act, 1855.) The question of space has also been dealt with in the Indian Acts relating to the emigration of natives to places out of Asia or Africa. In the West Indian Coolie Immigration Acts the whole question of the treatment of such passengers has received attention, and considerable care has been evinced in surrounding the conveyance of natives from Hindostan or China with protection. The Imperial Act of 1855 enacts that no "passenger ship" shall carry under the poop, round-house, or deck-house, or on the upper passenger deck, a greater number of persons than in the proportion of one statute adult to every fifteen clear superficial feet of deck allotted to their use, and in the lower passenger decks one adult to every eighteen feet. The pilgrims to Jeddah should be prevented from introducing disease into India, and, in order to accomplish this, sanitary measures will have to be adopted; but overcrowding is likely to be the means of propagating the plague. In the interests, therefore, of British Shipowners and Hindostanees, the Indian Act of 1876 should be enforced forthwith.—*November* 10, 1876.

THE PORT OF KURRACHEE.

The Kurrachee harbour works, to which we referred some years ago as then in inception, have been carried out, and vessels can now enter that Port with greater security than they formerly could have done, while the place of discharge for Merchant vessels has been considerably enlarged. The position of Kurrachee, or Karachi, as it is frequently spelt, gives an importance to the Port which it never would have possessed had a good harbour existed in that part of the Arabian Sea on the Indian coast. Kurrachee is not on the River Indus, but is connected with it by the Sindh Railway to Hyderabad. The Indus is difficult of approach at certain times of the year, and it would require an enormous expenditure to make a harbour at its mouth. The Government of India have had, therefore, to utilise the best inlet near to that river, and to create a safe anchorage. In our number of the 10th inst. we gave insertion to the latest notice to Shipmasters from the Master Attendant at Kurrachee, in which it was stated that vessels with a draught not exceeding 22 feet can enter and leave the Port without difficulty or delay during all seasons of the year; but from October to the 15th of May ships of 24 feet draught may arrive or depart. The instructions as to approaching the coast of Sindh are set forth very fully. The Admiralty Chart may be consulted with advantage by those in command of ships destined for that locality. We may observe, however, that several ships have been lost on the banks off the Indus owing to no allowance having been made for the strong set to the S.E., and not using the lead. In 1857 it was stated that it was impossible to construct sea piers at the entrance to the harbour in consequence of the violence of the S.W. monsoons. The impracticability was not believed in by engineers, and the Government of India, after long and mature consideration, resolved to supply the funds for improving the bar and the inner harbour. Designs were furnished in 1860 by the late Mr. JAMES WALKER, C.E., assisted by Mr. WILLIAM PARKES, C.E., and the works were commenced in that year. To deepen the water at the bar, a sea pier 1,503 feet in length was run out into a depth of five fathoms, in order to shelter the entrance from the monsoon seas, and to prevent their tearing up sand from the bottom and depositing it so as to form a new shoal. The structure consisted of a base of rubble stone, levelled off generally to 15 feet under low water, and on this base concrete blocks, each weighing 27 tons, were set on edge, leaning back at a slope of three inches to one foot. The rubble was deposited from native boats, and levelled under water by helmet divers. No accident occurred, and the European and native divers did not suffer in health. During the execution of the works the monsoon seas did considerable damage, but when the facing and walls were completed the waves appeared to effect less mischief. The pier, for all practical purposes, may be said to have been completed at the end of 1872. In 1873 the first monsoon did trifling damage, and was confined to the shore end. The cost of repairing the breach was only 199*l.* When the monsoon of 1874 raged, the seas washed away five blocks from the outer end and opened up fissures in the shore section. The repairs of this season cost 418*l.* The subsidence in some parts amounted to three feet, but there was no visible dislocation of the blocks. The whole mass had gone down bodily that distance through the disturbance of the foundations. The structure has now settled, and it is said that it may be kept in repair for a few hundreds per annum. Its greatest enemy, it is thought, will be a mollusk (the "pholas") which has a fancy for concrete blocks. The cost of this breakwater was 93,565*l.*, or 62*l.* 5*s.* per lineal foot. The effect of it must be deemed highly satisfactory, for at least a depth of six feet of water has been gained. Besides the sea pier, a stone groyne, or embankment, 8,900 feet long, on the east side of the harbour, has been finished, and this contracts the water and secures a strong scour. Dredging and the removal of rocks in the upper harbour have given an increase to the area of the backwater, involving a new tidal channel two and a half miles in length, which is crossed by a screw-pile bridge 1,200 feet long, while there is an embankment of 2,780 feet to close the old channel. The jetty is 1,400 feet long, with quays. For an extensive Shipping Trade the Bunder, or place of discharge, in the inner harbour, is not large enough to afford quick despatch for a fleet of ships; but should docks be required there is space enough to be had at present on Kemaree Island, by the side of the railway, which latter is continued to the Port. The expenditure on the harbour improvements has been about 450,000*l.*, but a further outlay, it is predicted, will have to be incurred. The trade of the Port is over 3,500,000*l.* sterling per annum; and when the Indus Valley State line of railway is opened its entire length, a vast impetus must be given to the only Port of Sindh. This line runs from Mooltan to Kotree (for Hyderabad), and is 493 miles in length. At Mooltan the line joins the Punjaub Railway to Lahore, and from this last-mentioned city the network extends to Bombay, Madras, and Calcutta. There is at present a large export trade done at Kurrachee in hides, tallow, oil, seeds, indigo, cotton, rice,

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and salt, and the Indus Valley Railway will doubtless tend to increase the shipments of all kinds of produce. Horses from Cabul find their way now to Kurrachee, and it is mentioned that cattle from the upper provinces will be sent down in the near future for shipment by coasting steamers. With the prospect of this Port becoming a much more considerable one for imports and exports than it is now, further accommodation for the berthing of vessels will have to be provided, or delays must necessarily take place in loading and discharging. It follows from the above explanation that Lay-days should always be stipulated for in Charter-parties, and be also recited in Bills of Lading.—*November* 1876.

WOOD v. IRON SHIPS.

Is an iron-built ship more liable to receive damage on taking the ground than a vessel constructed of wood? This problem seems to have engaged considerable attention in the United States, and the conclusion arrived at by the Council of the Underwriters' Association is, that vessels wholly built of iron are unsafe risks unless they are exteriorly sheathed with wood. This will astonish Engineers and Shipbuilders in this country, who have so long insisted upon the inferiority of wood as a building material when compared with metal. The late Mr. GRANTHAM, in his book on "Iron Shipbuilding," claims especially for iron that a properly built ship will bear greater strains than one constructed of wood. In FAIRBAIRN'S work, tables of results are given from actual experiments, and it is shown that a wrought-iron plate only one quarter of an inch thick is able to resist a force equal to that required in the rupture of a three-inch oak plank. The strength of dry English oak to resist a crushing force is 4·24 tons to the square inch, whereas wrought iron requires a pressure of about 31 tons to the square inch. The resistance of wrought-iron plates to a force calculated to burst them follows a law different to that of oak, the resistance being directly as the depth, and of the latter as the square of the depth. It has been held by several writers that an iron-built ship will bear a greater strain than a wooden-built one when the hull is resting on unequal ground. The timber joints of a ship are not united either longitudinally, vertically, or transversely, and the strength depends upon the sheathing which is attached to the ribs; whereas the plating of an iron vessel is made homogeneous by the riveting and laps. When the *Great Britain* (s) was exposed for a whole winter to the action of the sea, stranded in Dundrum Bay, the advocates of iron instanced the case as a proof of the value of a vessel with a metal bottom to resist contact. Another ship was put to rather a severe test on the 7th of April last, when Malta was *en fête* for the Prince of WALES. The *Indus* (s), with the outward Indian and Australian mails, when nearing the island, bumped several times on the Monsciar Reef, at the extremity of St. Thomas's Point, remained fast by her heel for some time, but eventually swung round and got off. St. Elmo Light was established to guard vessels from running on to that dangerous reef; but a magnesium light, it is said, caused the Mate to mistake his position. The ship, however, after having called at Malta, proceeded. There has been an almost unanimous chorus in favour of iron for shipbuilding, partly from its alleged immunity from breaking when resting on uneven ground. There have, however, been recorded instances of iron-built ships snapping in two directly they struck, and it was said of the *Royal Charter* (s) that she "broke like a tobacco-pipe." The weight of the boilers and machinery must always prove a source of danger to either iron or wooden-built ships, because the mass, when receiving a sudden jerk, will exercise its force on the frames, keelsons, and plating. The boilers, furnaces, and bedding plates are not compactly stowed like cargo in a ship's hold, but are to a great extent held in suspension, and the dead weight, when brought down as a hammer on the hull by the vessel striking, is bound to exert its influence. There have been persons in England, however, who have expressed an opinion in favour of wooden steamers in resisting strains on being left dry at low water, or on striking on shoals. The American Underwriters' Association have turned their attention more particularly to lake navigation, where iron-built screw steamers have very much increased within the past few years; and to obtain greater security from the dangers arising in passing through canals or rivers, the following, among other rules, has been issued:—"Steam-vessels built of iron, not less substantially "than required by the Rules of the New York "Record for the highest class, but, in addition, having "their bottoms built as solidly and defensively as "those of modern steam-vessels (see Section 48), "being timber-filled between the frames of the floor, "the filling in whole length well fastened to the "floor-plates, the bottom outside planked with wood "to the top of the bilge, the planks of three-fourths "the thickness required for wooden vessels by Section "20, single fastened and properly caulked, with "watertight ceiling to the top of the bilge, and three "or more compartment bulkheads well caulked, "shall be eligible to the grades of the first-class for "lake navigation. Iron vessels inferior to the above "standard of strength and preparation for taking the "bottom to be assigned a grade in the second or "third class only." All iron-built steamers plying on fresh-water rivers or lakes would, by this regulation, have to be sheathed outside with wood and filled up inside with timber. The pretentious claims of iron ships, it is said, have been found out, and now they are in consequence discredited. Iron when covered with wood cannot be efficiently protected from leakage; therefore, if the plates both inside and outside cannot be got at to coat with paint, whatever water insinuates itself decay will be going on by corrosion. If this rule of classification is acted upon by Underwriters a great blow will be inflicted upon the building of iron ships in Canada and the United States. Iron-built paddle-wheel and screw vessels have been introduced on the Mississippi and other rivers most successfully, and so far as experience goes, they are worked more economically than wooden-built steamers. The extra weight of hull caused by the wood which the iron hull would have to carry is a serious objection; the displacement being increased, the consumption of fuel would be augmented proportionately. The Committee of Lloyd's Register have never attempted to make the Owners of iron-built river, lake, and coasting steamers double the bottoms of their vessels by wooden sheathing. They require all iron ships to be closely cei ed from the main keelson to the upper part of the

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bilges, and from there upwards, with either batten and space or close ceiling. By Rule 35, also, the frames and plating of the bottoms of all vessels in the upper part of the bilges have to be thickly and efficiently covered with Portland or other approved cement, mixed with sand, to the satisfaction of the Surveyors. The Shipowning Interests are opposed to this addition of so many tons of material on the hulls of their vessels, submerging them a foot or more, and the subject is receiving considerable discussion in Canada and the States. Numerous letters and flysheets have been published, and among the contributors to the controversy is Mr. D. BELL, of Buffalo, who supplies statistics relating to the iron-built propellers belonging to that Port. Action was taken against iron steamers because of the loss of the *Merchant* (s) last year. This vessel was built in 1862, and her Owners had never made any claim on the Underwriters until she was lost at Racine. During her existence of thirteen years her Owners paid 30,907*l.* on insurance of hull and eastward cargo, and recovered from the Underwriters 28,782*l.* The insurers also received about 6,000*l.* on policies for westward cargoes. The ship returned in gross premiums to the Underwriters a profit of 7,125*l.* according to this representation. Ten other iron steamers now in existence, and built at a cost of 320,000*l.*, are mentioned, and including the *Merchant*, or eleven vessels in all, the sums paid to Underwriters were 188,046*l.*, and recovered under claims 79,025*l.*, leaving as the gain to the insurers 109,021*l.* This is the practical experience elicited, in an Underwriting point of view, on the losses and gains in the working of eleven iron-built steamers in lake navigation. The Underwriters say that their earnings do not correspond with the risks undertaken, and the Shipowners declare that, if they had been their own insurers, they might have added five new ships to their fleet. The Underwriters, on the other hand, draw a distinction between premiums on ships and premiums on cargo, and say that, taking the premiums on the vessels and freight money only, the consideration is too small, and that further protection is needed. Shipowners, it would seem, take the premiums as a whole, and the Underwriters look at them in detail.—*June* 19, 1876.

AGREEMENT NOT TO SERVE IN OTHER EMPLOY.

SIR,—By a letter which I received in England I accepted the appointment of French and English correspondent in the service of a firm in this town. I arrived here, and the senior dictated a letter which I, in good faith, willingly signed, and of which the following is a copy:—"In consideration of your having taken me into your service, I hereby bind myself implicitly that, in the event of your not retaining me, I shall not enter into any other office in Antwerp. This obligation I agree to strictly adhere to." I am now, at an instant's notice, told that my services are no longer required, after a period of 13 months' work. By signing such a letter, one throws the bread out of one's own mouth as regards the town of Antwerp. Would any law uphold the imposition of such a condition upon a clerk?—Yours, &c., S. W.

Antwerp, Aug. 18, 1876.

[Unless there was a penalty attached to the condition of not serving in any other office at the same Port, we should say that damages would not be recoverable. In England the agreement would have to be stamped before it could be produced in evidence. The understanding partakes more of a moral obligation than that of a legal condition of service.]

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ALEXANDRIA PORT CHARGES.

SIR,—In August last I called at Alexandria with the Richard Anning (s), in ballast, seeking employment, and after waiting there 48 hours, and no employment offering, I left again in ballast, seeking, but doing no Commercial business whatever at Alexandria. On my arrival home, I find my Owners have been presented with a bill for the following dues:—Port Charges, 12*l.* 8*s.* 9*d.*; Light Dues, 5*l.* 12*s.* 6*d.*; Buoy Dues, 1*l.*; Bill of Health, 1*l.* 1*s.* 6*d.*; Customs' Pass, 7*s.*; British Consul, 10*s.*—20*l.* 14*s.* 9*d.* Are these charges legal, and in accordance with our Treaty rights with Turkey and Egypt? Prior to 1874 any vessel could call at Alexandria seeking, and leave seeking, without paying any charge whatever, excepting Pratique Dues—a mere nominal sum. E. THOMAS.

Cardiff, Oct. 15, 1877.

[Vessels entering the Port of Alexandria in ballast are not exempt from payment of dues. We think that where a vessel calls and does not perform any Commercial operation at a Port she should be exempt from the payment of dues, but as regards Alexandria a Bill of Health on leaving would be necessary, and this would entail other charges.]

ANCHOR NOT BUOYED.

SIR,—Is it right that a vessel lying at a jetty with an anchor out should be without a buoy on it to indicate its position?—Yours, &c., WALTER BEVERIDGE.

Alloa, Jan. 31, 1877.

[On the River Thames, "no anchor or anchors shall be suffered to lie in or remain in the stream of the river outside of the line of the tiers so as to endanger any vessel."—(Bye-law, Section 18.) The Thames Conservators have made rules to prohibit the anchors of vessels, when at wharves or in the stream, from being unbuoyed. By the ordinary practice of Seamen, all anchors in the fairway of navigable channels are, as a rule, buoyed; and any neglect in not giving Masters of other vessels warning of the position of an anchor would give a cause of action for damages if any loss has been incurred through such default.]

BERWICK AND FIRTH OF FORTH.

SIR,—I chartered my vessel to load a cargo "at a Port in the West of England for Sunderland or Newcastle, or any Port in the Firth of Forth, or any Port north of the Firth of Forth, one Port to be named on signing the Bill of Lading"; but when the ship was loaded she was ordered to Berwick-on-Tweed, which is not mentioned in the Charter, the Shipper's Agent protesting that Berwick-on-Tweed is a Port in the Firth of Forth. According to Maritime Law, is it a Port in the Firth of Forth? If not, has the ship any remedy for being sent to a Port she was not chartered for, as now she will have to ballast and go to a loading Port, whereas at most of the other Ports she would have got a return cargo without shifting? A SHIPMASTER.

Berwick, June 7, 1876.

[North Berwick is at the mouth of the Firth of Forth, and would be called a Port on that estuary; but the Port of Berwick, on the River Tweed, is not a Port on the Firth of Forth.]

BLOCKADE OF THE SEA OF AZOF.

SIR,—I have a ship chartered for a Port in the Sea of Azof. If war breaks out and the Azof is blockaded, what am I to do with the cargo?—Yours, &c.,

Leith, April 14, 1877. SHIPOWNER.

[In the event of a declaration of war between Russia and Turkey, vessels would be allowed a certain time—perhaps 14 days or a month—to sail; and if the Turkish fleet blockades the Russian Ports, we should say that ships clearing out within the days of grace would be allowed afterwards to pass through the Bosphorus. As regards a contract to deliver

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a cargo at a Port which is likely to be interrupted by the outbreak of hostilities, the Master ought not to sail with that cargo without having a written authority in the Bill of Lading or otherwise from the Shipper, giving him full discretion as to how to act with respect to the goods in the event of the Port of destination being blockaded, or of any other interruption resulting from a state of war.—(For further information see page 98, *Maritime Notes and Queries*, Vol. II.)]

BOARD OF TRADE FORMS.

SIR,—I paid my Crew off on arrival from a foreign voyage, and applied at the Shipping office for a Coasting Form of Agreement, but they did not grant one, and so I was obliged to proceed without any or detain the vessel. What course was right for me to take, as there was no one authorised to sell the forms at this Port?—Yours, &c.,

ROBERT JONES, Master of the John Evans.

Cardigan, Oct. 14, 1876.

["Every person who, in any case in which a form sanctioned by the Board of Trade by the third part of the Act is required to be used, uses, without reasonable excuse, any form not purporting to be so sanctioned," incurs a penalty not exceeding 10*l.*—(Section 10, Merchant Shipping Act, 1854.) For not entering into an agreement, before going to sea, in the form and manner required, there is a penalty not exceeding 5*l.* Coasting vessels must comply with the law, although their Crews have not to sign articles before Shipping Masters. Under the circumstances mentioned by our Correspondent, however, if no Board of Trade forms could be procured, there would be a "reasonable excuse" for not entering the agreement on a Board of Trade form. If the forms are not to be had at a Shipping-office, or obtained at the Port, the Master might use an improvised copy.]

BOND AND STAMP FOR STORES.

SIR,—I arrived in this Port, from New York, with a cargo of Indian corn. When my vessel was ready to sail I went with my Broker's clerk to clear my ship from the Custom-house for New York, but could not do so until I should pass a regular bond, with a 5*s.* stamp, for the provisions I had under seal for the use of the vessel, which I had on board, and brought from New York. The provisions I have under seal are—24 lbs. tobacco gross, 80 lbs. chicory, 80 lbs. coffee. I was then forced to pass a bond to have my vessel cleared from H.M.'s Customs. I have been in several places of the United Kingdom, and was never asked to pass a bond before, although having more provisions than I have now, when I am not going on a coasting voyage. Can they force me to do so or not? A FOREIGN CAPTAIN.

Limerick, March 9, 1876.

[No stamped bond is required for the clearance outwards of stores under seal to foreign Ports, and therefore the bond should not have been demanded.]

BUILDER'S CONTRACT.

SIR,—A builder signed an agreement to build a ship, to be so many feet in length between the perpendiculars. Should the measurement be taken from the inside or the outside of the perpendiculars? AN OLD SUBSCRIBER.

Swansea, Feb. 12, 1876.

[The inside measurement would govern the contract.]

BROKERS TO SUPPLY COAL.

SIR,—Is it usual, or do you know of any custom, where a vessel requires a certain quantity of coal for ship's use, for the Broker to supply it; or, *vice versa*, is it not the fact that the Captain (where not bound by charter to the contrary) has the sole option of ordering what coal he requires where he chooses?—Yours, &c., F. D.

Cardiff, Sept. 6, 1876.

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[The Manager or Ship's Husband usually orders coal for a ship's use. A Broker would not be entitled to order coals or other necessaries for the use of a ship without authority. Where the Manager or Ship's Husband does not order coals, and the Broker has no authority delegated to him for such a purpose, it is the duty of the Master, as Agent of the Owner, to procure the same.]

BUOYANCY OF LADEN SHIPS.

SIR,—Is there as much empty space in the average of loaded ships as would float them, if air-tight, including cabins, forecastle, &c. D. M.

Monifieth (N.B.), Feb. 17, 1876.

[In vessels with two or three decks there would be sufficient air-spaces to keep them afloat if such spaces were air- and-water-tight, and not filled with cargo. Cabins and forecastles are not watertight, and therefore all ships would sink if submerged to their gunwales.]

BUOY OFF BRIGHTON PIER.

SIR,—Having started an excursion steam service to run passengers in the Channel from this pier, I am about to lay down moorings, with large buoys attached, and desire to have it noticed officially and placed upon the charts.—Yours, &c., W. S. G.

West Pier, Brighton, July 6, 1876.

[Notice of the intention to anchor the buoy off the pier should be given to the Trinity House and the Hydrographic Department of the Admiralty in London, and application should also be made to the Board of Trade.]

CHANNEL TUNNEL.

SIR,—I enclose for your inspection a "Certificate for Clearance Outwards," as a curiosity. Each of the initials involved a journey for the Captain of 4½ miles by road each way, and all the Crew had to go occasionally, thus causing the only trouble we have had with our men, some of whom have been 11 years with us. I have just met three Sailors, handcuffed, being marched through the streets to gaol. On asking the policeman in charge the cause of their arrest, he said they had been losing their ships—left behind. The Collector has sent one of his sons to Penarth at last, but the above system has been going on over 10 years. When the Channel Tunnel is made, will the guard or engine-driver have to dance attendance at the Custom-house, Shipping-office, &c., and Harbour-office? H. V.

Cardiff, May 25, 1876.

[A steamer making frequent trips to French Ports must be entered inwards and outwards at the Custom-house, but whether a railway train will have to be cleared will have to be settled when the tunnel is made. If, however, the Engineer is to stand in the place of the Master of a ship, and comply with the numerous requirements of the Statutes, he will have to engage a Mate as driver of the engine. The certificate sent to us for inspection contains 17 initials, and the document appears to be nearly worn out.]

CHEQUE "PER PROCURATION."

SIR,—I recently presented a cheque at one of our large private banks, and was refused payment upon the following point:—The cheque was payable to order, and, in the absence of the payee, was endorsed "per procuration" by the gentleman holding the necessary power of attorney. Can a banker legally refuse to cash a cheque so endorsed? And has any case been decided in a Court of law bearing upon this point? The anomaly is that private banks refuse to cash open cheques so endorsed, whereas the Joint Stock Banks, I believe without exception, recognise this endorsation as equivalent to that of the payee.—Yours, &c., A. H. G.

Lloyd's, Dec. 19, 1876.

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[When any of the signatures through which the holder of a cheque claims are by procuration, the party paying (the banker) must ascertain the sufficiency of the procuration at his peril ("Roberts v. Tucker," Queen's Bench); and the payee must also ascertain the genuineness of all necessary indorsements ("Sigourney v. Lloyd," "Ancher v. Bank of England," and "Stewart v. Lee"). If a draft or order on a banker, payable to order on demand, purports to be indorsed by the person to whom it was made payable, he (the banker) is authorised to pay it to the bearer thereof.—(16th and 17th Vic., c. 59, sec. 19.) The banker, without notice and proof of permission to pay per procuration, might therefore refuse to pay a cheque to bearer.]

COLONIAL AND IMPERIAL LAWS.

SIR,—One of my Sailors refused duty in Port, and was sent to gaol for four weeks in the Colony of South Australia. When he came out of gaol, and before he reached the ship, and quite unknown to me, he was taken before a Magistrate and sent to the Lunatic Asylum as a pauper lunatic, where he was detained. When I cleared out I gave the balance of wages to the Superintendent of the Mercantile Marine, which he took, but refused to discharge the Sailor, and wrote on the articles that the man was left behind on the ground of inability; and, further, he indorsed my clearance paper that I had not complied with all the provisions of the Act. What the Superintendent of the Mercantile Marine required was that I should leave money to maintain the lunatic until he came out of the asylum. Under the above circumstances, was I not justified in refusing to maintain the man while in the asylum, seeing I had no part in sending him there? Does the Merchant Shipping Act overrule a Colonial bye-law? Do not Colonial laws more immediately apply to Colonial vessels than to vessels owned in the United Kingdom making voyages to the Colonies? A SHIPMASTER.

London, March 6, 1876.

The United States, Canada, and the Australian Colonies have laws directed against aged or decrepit persons, or paupers, being landed and left in a destitute condition, irrespective of the flag under which they are brought. In the United States this law is enforced with impartiality, and Shipowners have had to bring back to Europe many cripples, old persons sent abroad from poor-houses, and lunatics. When a man is left behind in a Colony from inability to proceed, the wages must be paid up to the period of discharge.—(Sections 209 and 210, Merchant Shipping Act, 1854.) That would be a compliance with the Imperial Statute; but we are of opinion that the local law as regards lunatics could be enforced in the Colony on vessels registered in the United Kingdom, notwithstanding the Act of 1854.—(As to conflict between Imperial and Colonial Laws, see leading article in the *Shipping and Mercantile Gazette*, Feb. 28, 1876.)]

COLONIAL-BUILT VESSELS.

SIR,—How many Colonial-built vessels, over eight years old, are at present registered in the United Kingdom, either in the foreign or coasting trade?—Yours, &c.,

Troon, March 10, 1877. A SUBSCRIBER.

[The information may be obtained by going through the pages of *The Mercantile Navy List and Maritime Directory*, and extracting a list of such vessels under the heading of "Where built."]

CONSUL'S FEES ON LETTERS.

SIR,—Can a British Vice-Consul, in a Spanish Port, legally charge half a real on each letter addressed to his care?

May 18, 1876. BRITISH SHIPMASTER.

[There is a regular scale of fees which a Consul may exact for performing duties under the Merchant Shipping Acts, and the sums so received are paid over to the Crown. A Vice-Consul is usually a person in business who adds this service to his other labours, and there is no law which forbids him from charging a fee for each letter addressed to his care. A Consul or Vice-Consul, if wholly paid by the State, would not be at liberty to levy a tax of this description.]

CONVENTION RELATING TO NEUTRALS.

SIR,—Has England entered into any Convention by which vessels of hostile nations are allowed certain days of grace during which they cannot be captured by men-of-war belonging to the enemy; and, in that case, how many, and when do such days begin to count, and what Powers are included in the agreement? What may be the position of goods belonging to a hostile nation in a neutral vessel, and of neutral goods in a vessel belonging to a hostile nation?—Yours, &c., WESTENHOLZ BROS.

London, Nov. 27, 1876.

[By the Declaration of Paris, 1856, the neutral flag covers the enemy's goods, and neutral goods are not liable to seizure under the enemy's flag, contraband of war in both cases excepted. There is no public law as to the number of days allowed to neutrals to leave an enemy's Port on the outbreak of hostilities; but all civilised nations warn the Masters of neutral vessels by proclamation to depart within a given time, if they can do so.]

COTTON SALES AND ADVANCES.

SIR,—I shipped cotton to Liverpool for parties here, making them advances on the same, they leaving margins on the bales. My orders from Liverpool are to ship everything by steamer, and from my constituents here to sell on arrival. The Consignees in Liverpool hold the cotton against instructions to sell until the market declines 1*d.* per lb. Who is responsible?—Yours, &c., CORRESPONDENT.

New Orleans, Oct. 17, 1876.

[If the cotton was consigned for sale on arrival, and the Receivers under the Bills of Lading did not carry out that condition, they would be liable for all losses incurred through keeping back the cotton for speculative purposes.]

CUSTOM-HOUSE FORMS.

SIR,—My vessel arrived at Goole on the 3rd of March last from Morocco with grain, and the Captain delivered up all the documents required, and also received a small document called B. B. The vessel sailed again with a cargo of coal for Plymouth, and thence with a cargo of limestones for Portmadoc, where she was until the 4th of August. This vessel had been loaded, and the Crew were on board and had signed articles, when the Broker went to the Custom-house to clear the vessel outwards for Harbury. Previous to this the half-yearly return was produced, and received the document of O. O. The Custom-house Officer refused to clear out the ship. Though the Master had the O. O., the Officer wanted to have the B. B. as well. The B. B. was lost, and the Master never thought it was required, as the vessel was in the Home Trade the last voyage. My vessel has been detained for four days until a duplicate was received from Goole. Am I not entitled to make the Officer pay for the loss of time of my ship?—Yours, &c., SHIPOWNER.

Aberystwith, Aug. 15, 1876.

[We would advise an application to the Commissioners of Customs. The forms must be complied with, and there would consequently be no legal redress.]

CUSTOM-HOUSE OFFICERS' BOARD.

SIR,—A steamer arrived at Gravesend from a foreign Port—say from a near Port—where a voyage is made weekly. As many as three Custom-house Officers are placed on board to accompany the vessel to her berth in the river at London, and remain on board while the cargo is discharged. Are the

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Owners bound to supply these Officers with meals all the time they remain on board? If so, it is a very heavy tax on Owners whose boats are engaged in short trades, and a joint stand should be made to put a stop to such a state of things.—Yours, &c., C.
London, Aug. 15, 1876.

[By Section 46 of the Customs Laws Consolidation Act, 1876, vessels on arrival are to come quickly to the place of unlading, and if the Master of any ship on board of which any Officer is stationed neglect or refuse to provide every such Officer sufficient room and accommodation under the deck for his bed or hammock, the Master of such ship shall forfeit the sum of 20*l.*—(Section 46.) It is further provided that if goods remain on board an importing ship beyond 14 days after the arrival of the vessel, "such ship shall be detained by the proper Officers of Customs until all expenses of watching and guarding such goods beyond 14 days are paid, not exceeding 5*s.* per diem."—(Section 75.) We know of no law under which a Shipowner is compelled to board Custom-house Officers.]

CUSTOMS ENTRIES AND DUES.

SIR,—1st. What is the present existing law or practice in England in reference to the levying and collection of Tonnage Dues on ships arriving from parts beyond the seas, but which do not actually come within the limits of the Ports of the United Kingdom, and, in fact, come seeking a cargo or market? If the ship enters the Port seeking or in ballast, but does not break bulk, and does not take in outward cargo or freight, must she be reported and come to an entry, and is she then liable to Tonnage Dues? 2nd. Is a ship putting into any of the Ports of the United Kingdom in distress compelled to come to an entry and report at the Custom-house, and thereafter clear, although she does not take away cargo; and does she pay Tonnage or any other dues? 3rd. Would any of the provisions of the several Acts relating to the Customs be contravened by the entry or clearance of a ship at the Custom-house, or by an Officer of the Customs, on Sunday or on a holiday? 4th. Is Section 159 of the Customs Consolidation Act, which, as regards British possessions, treats of a "certificate of origin" of sugar and rum, "declaration of the grower," and "declaration of the Master" of ship, still in force? 5th. Is Section 163 of the same Act, which refers to goods or passengers carried from one part of any British possession to another part of the same possession, except in British ships, still in force?—Yours, &c.,
Sept. 25, 1876. A DEMERARA SUBSCRIBER.

[1st. If a vessel enters a Port seeking, or in ballast, she must report at the Custom-house and enter outwards. She would be liable to Tonnage Dues. 2nd. If a ship enters a Port of the United Kingdom in distress, she would have to be reported inwards, and, if bound to a foreign Port, clear outward in the usual form; but if she is going, after entering a Port in distress, to another Port in the United Kingdom to discharge her cargo, the entry at one Port is good for the Port of ultimate destination, and no Tonnage Dues would be charged. 3rd. No work must be done on the Lord's Day.—(See the Acts of Parliament at page 207, and Supplement to *Maritime Notes and Queries*, Vol. III.) 4th. Section 159 is repealed, and (5th) so is Section 163.]

CUSTOMS ENTRY ON CALLING AT A PORT.

SIR,—Is a steam vessel pursuing a voyage from one foreign Port to another, but calling at a Port in the United Kingdom for bunker coal only, compelled to report under Section 50 of the Customs Consolidation Act, 1876, or under any regulation whatever?—Yours, &c., SHIPPING.
Cardiff, Nov. 29, 1876.

[The report would have to be made at the first Port of call in the United Kingdom.]

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CUSTOMS INSPECTION FEE.

SIR,—My vessel was chartered at Seville to load a cargo of sulphur ore to either of three Ports in the United Kingdom, calling at Douglas for orders, and was ordered to Connah's Quay, River Dee. It not being a legal Port, the Collector of Customs at Chester charged 10*s.* 4*d.* for a visit to examine the cargo I have on board. Must the ship or the Consignee of the cargo pay this expense, as the Merchants are only allowed to land foreign cargoes at the above place for their own convenience?—Yours, &c.,
Connah's Quay, May 4, 1877. A SHARE SAILOR.

[When permission is given to a Merchant to have his cargo delivered at a place beyond where the Custom-house Officers are placed on board of the ship, the charges fall on the Receiver of the goods for whose convenience the ship has to be discharged at an irregular place.]

DAMAGE BY SWELL OF STEAMERS.

SIR,—We, in common with our waterside neighbours, have tried to remove a most serious and increasing danger to our men, barges, and ships; but as we have hitherto failed, now appeal to you. I refer to the reckless speed at which many steamers pass up the river, and by their swell causing much damage. On walking down the river bank on Monday morning last I noticed a steamer ploughing along at a most furious rate. On reaching my wharf here I immediately heard of a most serious accident having been caused by the swell. A boat had been upset and the occupant all but drowned. This morning, at 10.45, a steamer passed up at full speed, and it is no exaggeration to say her swell rushed up like a Calcutta bore, breaking adrift a sailing barge, lifting her up and dashing her down, breaking timber adrift, and immersing six men (who were working upon the shore) up to their waists in water. What can we do to stop this? The two boats above mentioned are amongst the principal offenders. Who would be the proper people to proceed against, and can we do so in the County Court?—Yours, &c.
Woolwich, Oct. 19, 1876. WATERSIDE.

[If our Correspondent has received damage from the swell of steamers driven at excessive speed, he will have his remedy against the Owner of such ves els at Common Law.—(See letter "Speed of Steam Launches," in *Shipping and Mercantile Gazette*, June 5, 1876.) As regards the wash on the banks and damage caused thereby, the Thames Conservancy Board would be the proper parties to apply to.]

DECK CARGOES.

SIR,—The Officers of the Board of Trade have included in deck cargo space in my ship the sheep-pens, cowhouse, and poultry-pens, and the place where the food for these animals is kept. Can you tell me to what Court I am to appeal under the Act?—Yours, &c., X.
London, Oct. 4, 1876.

["X" cannot appeal to any Court of Survey under the Act. The Court of Survey has no power to entertain questions of tonnage admeasurement. He will have to apply to the Board of Trade, and, if not satisfied with their decision, he must take the case into one of the Superior Courts.]

DEDEA-GATCH.

SIR,—Can you tell me where Dedea-gatch is, and the latitude and longitude? AN OLD SUBSCRIBER.
London, April 22, 1876.

[There is a place called Dedeagh in lat. 40° 51′ N., long. 25° 56′ E., or about 10 miles N.W. by N. ½ N. from Enos, on the Archipelago, in European Turkey, at the railway terminus. The steamers of Messrs. Burns and MacIver call at Volo, Dede-Agatch, and Salonica, and possibly the name, though spelt differently, may refer to one and the same place.]

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DEPOSITION.

SIR,—While running into Wemyss Harbour my vessel touched the ground, and, in consequence, would not answer her helm, and I ran into another vessel lying on the beach, and caused her some damage. The Officer of Customs called on me to make a deposition, for which he charged me 1*l.* Am I compelled to pay this fee, seeing the damage was done in a harbour of safety?—Yours, &c.,

GEORGE CURRIE, Shipmaster.

West Wemyss, Oct. 13, 1876.

["In cases where the damage is so slight as neither to render the ship unfit for sea nor to affect the insurers of ship or cargo, no charge is to be made."—(Instructions to Receivers, 1855, and page 78, *Maritime Notes and Queries*, V l. 1L.) We would advise a reference to the Board of Trade.]

DIRECTORS' LIABILITY.

SIR,—A Limited Shipping Company having started, seven persons signed the articles; two other directors afterwards came in, and paid for 10 shares to qualify them as directors, and attended several meetings. A good many shares were taken, but not sufficient to float the company, and no allotment was made. The money was returned to the applicants for shares. Are the seven persons who signed the articles to bear all the expense of forming the company and the winding up; or have the two directors who came in afterwards to pay a proportionate share with those who signed the articles?—Yours, &c., O. W.

Liverpool, Feb. 12, 1877.

[If the persons who signed the articles made themselves personally liable to the promoters of the company, or to other parties, they would be liable to the extent of their shares on the orders given by them, or on their authority; but they would not otherwise be liable unless they were expressly made so. The signatories would be liable for expenses in winding up. The directors who afterwards joined would not be liable for any expenses whatever.—(See "Green's" case, Vice-Chancellor's Court, June 1874.)]

DISTRIBUTION OF SUBSCRIPTION.

SIR,—A fund has been raised for the relief of the widows and orphans of the Crew of a vessel which has been lost at sea with all hands. The Crew consisted of Captain, Mate, one Able Seaman, and two Ordinary Seamen, in all five men. The Captain and Mate each leave wife and children, and the Ordinary Seamen each a mother, who were dependent on them for the means of sustenance. One of the latter had his life insured. What is the usual course adopted in such cases in distributing the amount raised? What proportion should be given to the respective families?—Yours, &c.,

May 22, 1877. ENQUIRER.

[It is usual to apportion the amount raised in accordance with the necessities of the parties to be relieved. The ages of the children, their dependence on their parents, and other circumstances must be taken into consideration. There is no recognised scale of distribution in such cases. The widow of a Master is generally allowed a larger share than those of the relatives of the Crew.]

DREDGING MACHINES.

SIR,—Are there to be found in England powerful steam dredgers which could in a short time give a greater depth of water at the entrance of this Port, the bottom of which consists of sand; and, if so, where are they to be obtained? Could such dredgers work with a certain swell on, and what quantity of sand could they remove per hour? It is said that no such dredgers are to be found to work at a short distance from our piers; but, believing the contrary, I should feel pleased to have your opinion on the subject.

Dunkirk, May 2, 1876. A CONSTANT READER.

[By advertising in the columns of this paper it is possible that a powerful dredging machine might be heard of; but the quantity of sand which any such machine could scrape up and lift when the vessel was in smooth water would not govern the work in a seaway. To dredge with "a certain swell on" no machine with side buckets would answer the purpose. Dredgers are now built to work through the centre of vessels (see a full description of Duckham's hydraulic ship in the *Shipping and Mercantile Gazette*, February 12, 1876), and several may be seen in operation at Ports of the United Kingdom. We do not know of any dredger, as at present constructed, which could raise sand from the bed of the sea without breaking the machinery. It is possible, however, to construct a dredger on the twin-ship principle, and to work two sets of buckets while the vessel is gently rolling at her anchorage. To effect this, the shaft must be jointed and allowed to lift with a given strain, and to press against a spring buffer. A governor could so regulate the pressure on the shaft as to cut off the steam when necessary, in order to secure the safety of the buckets. An ordinary vessel, however, with common set machinery, could not dredge in the swell of the sea.]

ENGLISH SEAPORTS.

SIR,—What is the number of Seaport towns in England?—Yours, &c., C. M. W.

Lynn, Dec. 26, 1876.

[There are 67 recognised Seaports, or places entered direct from the sea, in England and Wales, besides sub-ports, creeks, and havens; and there are many towns near the sea that are not designated as being within "ports" for Custom-house or Pilotage purposes. There are also Ports for Customs entries that are situated up rivers, and consequently not at the side of the sea.]

ESTIMATES.

SIR,—The Captain of a schooner wished me to get estimates from different tradesmen to shorten masts and make all necessary gear to fit for a brigantine. I obtained estimates from the Rigger, Mastmaker, Sailmaker, and Shipsmith during the last five days, and each of those tradesmen expected to do the work. It was decided that duplicate estimates should be left with a Shipchandler. That was done. Then the Owner wished the schooner to go to a dry dock, and made an agreement for the proprietors of that dock to execute all the repairs and alterations to the ship. Can the above tradesmen claim for their loss of time and preparing estimates? They went to the City daily trying to secure the work.—Yours, &c., ROTHERHITHE.

March 7, 1877.

[As there was no contract between the Shipowner and the tradesmen, the latter could not sustain a claim for making estimates.]

EXAMINATION OF BAGGAGE.

SIR,—Is it compulsory to open effects &c. landed from a vessel in a dock; or is it the duty of Examining Officers to open boxes and examine? A few days ago I had to pass from Millwall Docks, when I gave up the key of my box, and had it opened by a searcher. He broke the key, and left the box uncorded, with one hinge broken, merely because I asked for it to be left in the same condition in which it was found.—Yours, &c., SHIPMASTER.

London, April 8, 1877.

[If a Custom-house Officer negligently breaks boxes or locks he could be made to pay for the damage done, either by an order from the Commissioners of Customs or by an action in the County Court.]

EXECUTION ON SHIPPING PROPERTY.

SIR,—Can a Sheriff issue execution on a ship and her stores to recover payment for a debt of insurance for which

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judgment has been obtained? If not, why should a ship and her stores be exempt from the liabilities which attach to other personal property?—Yours, &c., G. B.

Sept. 11, 1876.

[A ship is a chattel, and may be seized under a judgment of a Court of Common Law.]

FIRES IN FISHERMEN'S BOATS.

SIR,—Allow me to call your attention to a very hurtful practice indulged in by Fishermen, which is apt to remind one of the boy who cried wolf when there was no wolf, and which practice might deter a man from going to a vessel that really was in distress. On the morning of the 15th inst., while on my passage from the Tyne to Rouen, it being very dark at the time, we fell in with a vessel between the Dudgeon and Cromer with what appeared to be a burning tar barrel on deck. Having her side lights out, her green light being opposed to us, we concluded that it was a vessel in distress. As we had got past when it was reported to me, I turned round and ran back to her, when he wore round to the southward away from us. I turned after him again, but when I came up to him he had got what had appeared to us as a burning tar barrel, but which proved to be a "large blazing fire" in a boat, with some men in the boat, a short distance from the smack, which I made her out to be by the light on her sails. I hailed, but got no answer; and being satisfied that they were fishing, I kept on my course. It, however, lost me an hour, also my tide at Rouen, which means 24 hours. Surely Fishermen are not justified in such proceedings. Is there any law to meet such a case? If so, it might be worth one's while to lower a boat, take their name and number, and make an example of them.—Yours, &c., T. SMITH, Commander of the Collingwood (s).

Shields, Dec. 23, 1876.

[There is no law to prevent fishing vessels from having fires on deck; and in inclement weather, when open boats are used, fires are placed in them. A stove fire is not a "flare-up" in contemplation of the Act as a distress signal, and was not displayed as such; but no flames should be allowed to appear externally from a vessel or boat, and all atmospherically exposed fires ought to be made in enclosed stoves. To make distress signals effective there should be a law to that effect. The smack may have been a foreign vessel and out of British jurisdiction, and this would enhance the difficulty of dealing with the question.]

FORD BRIDGE, ARUNDEL.

SIR,—As the case of "Fry v. The London, Brighton, and South Coast Railway," reported in your impression of Dec. 20, is one of considerable importance to Merchants here, would you give us your opinion on the same. The Judge gave a verdict for the plaintiff for one day's Demurrage (4*l.*), but declined to allow 1*l.* 14*s.* 6*d.* extra expenses incurred for horses and hobblers, in getting the vessel the remainder of the distance. Had the vessel not been detained at the bridge, these expenses would not have been incurred, as she would have reached her destination in one tide. Is the plaintiff justified in claiming for that amount as damages? If so, how is he to proceed in the matter? As it now stands, the railway is virtually stopping the navigation in direct opposition to the section of the Act quoted in the report of the case. The steamtug referred to, and dwelt on by the Company's solicitor, is merely a steam launch of 16-horse power, but at the time the Act was passed (1860), a tug was on the river, but was discontinued, and at times since horses have been compulsory, as there has been no steamtug of any kind.—Yours, &c., SHIPPING INTEREST.

Arundel, Dec. 23, 1876.

[Under Section 19 of the 23rd and 24th Vic., c. 171, it is enacted:—"The opening part of the said bridge shall at all times, when required, be opened by some person or persons appointed expressly for that purpose, by and at the expense of the Company, in such manner that vessels may be as little interrupted as possible in passing through the said bridge, and that no vessel, barge, or boat navigating the said river shall, under any pretence whatever, be detained by the Company, or by any person acting on their behalf, at the said bridge for a longer period of time than 20 minutes before the opening of the said bridge for the passage of such vessel, barge, or boat through the same, such vessels taking their turn in due course as they arrive, and not being guilty of any neglect or unnecessary delay so as to keep the said bridge open longer than is proper and necessary." By the next section, the penalty for detaining any vessel, boat, or barge is 10*l.*; but nothing in the Act is "to prevent any remedy for damages which any party may sustain." Plaintiff's vessel lost 20 minutes at the bridge in going up the river, which the Court would not allow, and 32 minutes in coming down. The detention caused the vessel to ground, and necessitated the employment of horses and labourers. One day was lost in getting down to Littlehampton through this mishap, and plaintiff claimed 4*l.* as Demurrage for the detention of the vessel and the expenses incurred. The Judge refused to allow the charges for horses and labourers because, as he said, a Shipowner should engage the best available means of towage. In the case represented, it is said there was no tug to be had, but this should not have absolved the railway company from their liability to make good the losses sustained by the plaintiff. As the detention caused the vessel to ground, we think the Judge should have allowed that sum in addition to the Demurrage, as also the costs. As the case has been adjudicated upon it could not be reheard, but the Court might have been asked to certify for a special case for appeal to a Superior Court.]

FORESHORES AND BEACHING OF SHIPS.

SIR,—The authorities of a Port in the West of England have bought from the Ecclesiastical Commissioners the foreshores of the river, and hold that they can charge what they like for vessels that may have to lie on the beach or foreshores. There are no mooring posts, buoys, or moorings for vessels, and the beach is bare of any accommodation. The authorities think that when a vessel has been to the quay and paid the Harbour Dues as per a Board of Trade Order obtained in 1870, and the keelage paid, they can charge those vessels whatever amount they choose for lying on the beach to clean or caulk their bottoms. Can the authorities levy any charges upon vessels without an Act of Parliament or a Board of Trade Order? Had they built quays or wharfs for the accommodation of shipping they might have a reason for charging, but the authorities are not much advanced in Shipping matters, and not likely to be for some time to come. The beach has been used for the purpose for generations.—Yours, &c., SHIPOWNER.

Sept. 5, 1876.

[The authorities would not be entitled to exceed their parliamentary powers in levying dues; but we advise a representation to the Board of Trade.]

FOREIGN SEAMEN AND DESERTERS.

SIR,—1. Three Seamen shipped on board a Norwegian vessel, under Norwegian laws, at a Port in France, and a dispute has arisen between the Master and men as to the termination of service and payment of wages. If the Seamen procure a summons against the Master to the Petty Sessions, can the Magistrates in this country adjudicate in the case and give a decree against the Master? 2. What is the date, chapter, &c. of "The Foreign Deserters Act," and has Norway given in her adhesion?—Yours, &c., NORSEMAN.

Westport, March 16, 1877.

[1st. Suits for the wages of foreign Seamen serving on board foreign ships may be instituted in the United Kingdom where the Consuls do not intervene to stop the proceedings.—(See page 122, *Maritime Notes and Queries*, Vol. II.,

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and page 173, Vol. III.) 2nd. There is an Order in Council of August 1852, which applies the "Seamen's Deserters Act" to Swedish and Norwegian ships.]

FOREIGN JUDGMENT ENFORCEABLE IN ENGLAND.

SIR,—Can a French company enforce in England judgment obtained in France against a defaulting English ship in the same way as in France? Is there anything in the English law that would shield the ship in an English Port?

London, March 21, 1876. A SUBSCRIBER.

[A judgment *in rem*. is enforceable in the United Kingdom, if obtained in France, but only on the order of a Court in this country. A foreign judgment is *prima facie* evidence, and it lies on the defendant to impeach it if he can. In "Reimers *v.* Druce," before the Master of the Rolls (see report in *Shipping and Mercantile Gazette*, Jan. 14, 1857), it was sought to enforce a foreign judgment pronounced 18 years previously, but the application was dismissed without costs.—(See also page 98, *Maritime Notes and Queries*, Vol. II.)]

FROM NEW YORK TO LIVERPOOL.

SIR,—What is the fastest passage on record of a sailing ship (not a steamer) from New York to Liverpool—Port to Port? and is it true that about 25 years ago sailing ships sometimes made the passage from New York to Liverpool in 14 days? M. C.

March 13, 1876.

[We have no record of the passages made by sailing ships to and from the United States before the introduction of steam; but when the mails were carried by sailing ships the passages were performed with speed and regularity. The liners also competed with the mailboats, and one, at all events, made the passage from Liverpool to New York in 14 days. That ship was the Neptune. Bennett and Ashbury's yachts ran across in less than 14 days.]

GREAT EASTERN (s).

SIR,—What is the draught of the Great Eastern when light, and also when laden?—Yours, &c.,

Deerham, July 4, 1876. A SUBSCRIBER.

[With 5,000 tons of coal on board her mean draught was 23 feet 8 inches. Her light floating line might be taken at 19 feet, and her deep loadline at 30 feet amidships. This would vary at the stem and stern according to her trim.]

HER MAJESTY'S SHIP CAPTAIN.

SIR,—What was the date of the loss of H.M.S. Captain, with all hands, and in what waters did it happen?—Yours, &c.

Limehouse, E., Sept. 20, 1876. H. HAIGH.

[H.M.S. Captain, turret-ship, was lost in the Bay of Biscay by rolling over and foundering on the 7th of September, 1870. Five hundred lives were sacrificed.]

HULL AND SPARS.

SIR,—What constitutes the hull and spars of a new vessel? For example. I purchase a vessel complete in hull and spars, with ironwork attached to the same, at a rate per ton, builder's tonnage. What does that comprehend?—Yours, &c.,

February 10, 1877. SHIPOWNER.

[The term "hull" must be construed according to contract in the sale of a new ship. The hull proper is described in Admiral Smyth's "Sailors' Word Book" as the Gothic *hulga* or husk, or external covering of the ship, and hence the body of a ship is deemed to be independent of the masts, yards, sails, rigging, and furniture. Ships are sold or contracted for with certain outfits; and this should determine such questions. Spars include the masts, yards, booms, and gaffs. We should say that with every new ship four spare spars for topmasts and yards should be furnished, in addition to the regular equipment. The contract quoted seems to be a special one, but we are of opinion that a completed vessel would mean one internally fitted up, and with all the customary masts, yards, and other spars.]

INTERPRETER'S CLAIM.

SIR,—An Italian vessel bound from Port Said arrived at a Port on the East Coast of England, and the Captain, not understanding English, had to employ an Interpreter. The ship was in the Port 23 days discharging. What amount can the Interpreter demand per day, no agreement having been made, and the Captain refusing to pay what was considered legal and just. INTERPRETER.

Lowestoft, June 18, 1876.

[The value of an Interpreter's services would depend upon the time given to the work and the value of his labours. There are also low-priced and high-priced Interpreters. It is common, however, to give an Interpreter of an ordinary kind about five shillings per day.]

KURRACHEE HARBOUR.

SIR,—According to Urquhart's book on "Dues and Charges on Shipping in Foreign Ports," ships may enter Kurrachee during the S.W. monsoons, say from May 15 to end of September, drawing at spring tides 18 feet, neap tides 16 feet, and can also leave the Port during the same season drawing 17 feet at springs and 15 feet at neap tides, and from the end of September to May 15 ships may load to 20 feet at spring and 18 feet at neap tides, the bar during this season being generally smooth. I am informed that this harbour has recently undergone considerable improvements, and that ships drawing not more than 22 feet of water can at all times cross the bar and discharge always afloat alongside the wharves. Is the latter report correct?—Yours, &c.,

Menai Bridge, Aug. 26, 1876. A SUBSCRIBER.

[The Admiralty Chart of May 1874 shows a depth of water of 22 feet over the bar; but inside Manora Point there is a spot in the channel where 21 feet is marked. At the anchorage higher up there are from 44 to 51 feet. For average high water add 8½ feet, neaps 6 feet.]

LETTER-CARRIER AND INTERPRETER.

SIR,—An individual acting, for the accommodation of ship Captains, in the capacity of postmaster near the docks, lends his services as interpreter to a Shipbroker. As a great deal of partiality takes place (and it cannot be otherwise), has anybody a right to hold both offices? I am not aware whether he has been appointed by the General Post-office or whether he is only acting for the postmaster. The head post-office is nearly in the centre of the town. M. LACY.

Feb. 26, 1876.

[The letter-carrier is not paid to perform the service of interpreter, and if he is engaged in that capacity by a Shipbroker he would be entitled to payment for such business. There is no law to prevent him occupying his leisure time in the performance of such duties. It is a question for the consideration of the Post-office.]

LIVERPOOL AS A SEAPORT.

SIR,—Is Liverpool a Seaport or not?

F. GRANT, Old Lifeboat House.

Liverpool, April 29, 1876.

[Liverpool is not a Port on the sea-coast, but the town and docks adjoin the River Mersey. It is, however, a Port near the sea, and its close proximity to the sea, and the jurisdiction of the local authorities, would practically constitute it a "Seaport."]

MISCELLANEOUS.

LLOYD'S CLASSIFICATION.

SIR,—What is meant by 100 A 1 and 90 A 1 in Lloyd's classification?—Yours, &c., INQUIRER.
Wells, Sept. 15, 1876.

[The A, and with a numeral prefixed, is a mere standard for comparison, and applies to all iron-built vessels which are found to be fit to carry dry and perishable cargoes to and from all parts of the world. The classification is as follows:—100, 90, 85, 80, and 75 A. The character assigned is for an indefinite period, subject to annual and periodical surveys. Differences of construction as regards thickness of plating, strength, and probable durability are indicated by the letters A, B, and C inside the A.]

LONDON AS A SEAPORT.

SIR,—Is London a Seaport in the true sense of the term? I can understand it to be a large trading Port, but am at a loss to know how a Port more than 40 miles from the sea can be a Seaport.—Yours, &c., LOWESTOFT.
Ipswich, Jan. 18, 1877.

[In the "Sailors' Word-book" by the late Admiral W. H. Smyth, revised by Admiral Sir E. Belcher, the term "Seaport" is explained as "A haven near the sea, not situated up a river." In that sense London is not a Seaport, but a Port on the River Thames.]

MANNING SCALE.

SIR,—What is the proper number of men, with their several capacities, required to make a ship of from 170 to 200 tons register seaworthy as to Crew? I have asked several people whom I thought ought to be conversant with the subject, but have not been able to get a definite answer, as no one seems to know. And again, is there any difference between a foreign-going ship and a coasting one as to Crew or a foreign-going ship that goes round Cape Horn and the Cape of Good Hope and one that goes only this side of the two Capes?
Goole, March 2, 1876. SHIPOWNER.

[Transport ships are required to have four men to every 100 tons, and two boys; convict ships, nine men to every 200 tons, and two boys for each ship. The Seamen's Manning Scale for coasters is:—For a vessel 154 to 196 tons, Master, Mate, three Seamen, and two boys, or one Seaman instead of two boys; for a vessel of 196 to 238 tons, Master, Mate, four Seamen, and two boys; for a foreign-going vessel of 200 tons, Master, Mate, Boatswain, Carpenter, three A.B.'s one O.S., or two boys instead of the latter; and for vessels above 200 tons, one additional Seaman to every 80 tons. It would rest with a jury to determine, in the event of an Insurance claim being disputed, whether a vessel was seaworthy with a given number of hands. There is no statutable Scale of Manning.]

MENAI STRAITS.

SIR,—I am constantly sailing my vessel between Bangor and Liverpool, and I find great difficulty, as do others, in keeping to the deep channel whilst going and coming up the Menai Straits opposite Beaumaris, in consequence of there being no buoy placed on the north side of the bank, opposite the Custom-house at Beaumaris. Is there no possibility of having one placed there? A SHIPMASTER.
Bangor, Oct. 2, 1877.

[We would advise an application to the Trinity House, London.]

METERAGE AT COWES.

SIR,—The Port of Cowes is "conserved" by the Mayor and Aldermen of the Borough of Newport (I.W.), the metropolis of the island. The powers of these Conservators, based on some Charter of "Isabella de Fortibus," seem to sceptical minds of this generation more shadowy than real. However, coming to the subject of complaint, they insist on every collier coming to this Port employing a Meter licensed by them, at a cost to the ship of 3*d.* per ton and 1*d.* for use of scales, together 4*d.* Thus a ship bringing a cargo of 800 tons is taxed to the tune of 5*l.* Now the Merchants, mostly resident at Newport, insist on this meterage, and consequent tax on the ship. Can they legally refuse to accept delivery of the cargo as per Bill of Lading without the employment of the Meter?—Yours, &c., SHIPMASTER.
Cowes, Sept. 16, 1876.

[As to which side should bear the Metage Dues must depend upon the Charter-party. If the authorities can prove their right to exact the metage, the Merchant could not refuse to receive the cargo without subjecting himself to claims for Demurrage and breach of contract.—(See page 103, *Maritime Notes and Queries*, Vol. I.)]

MIDSHIPMAN'S EXAMINATION.

SIR,—What examinations have to be passed for a Midshipman in the Navy, as I believe there are no commissions now? A READER.
London, Feb. 15, 1876.

[The examination for Cadetships is competitive, and the candidates must pass in history, geography, elements of Euclid, French, Latin, arithmetic, orthography, and Bible history. The Cadet has to serve two years on board the Britannia, and the total cost, including outfit and a private teacher during the vacations, is from 350*l.* to 400*l.* The payment to the Admiralty is 70*l.* per annum out of the amount stated.]

MIDSHIPMEN.

SIR,—What is the usual premium paid by Midshipmen on entering the Navy? Do they get any wages; and, if so, what is the amount; and are their clothes found or not? Also what is the standard age?—Yours, &c.,
North Shields, May 19, 1876. MIDSHIPMAN.

[Midshipmen are entered for the Royal Navy at the age of 14, and have to serve two years as Cadets on board the Britannia. The fee paid to the Admiralty for admittance is 70*l.*, and the boys must find their own clothes. The expense is from 350*l.* to 400*l.* in all, and no pay is received until the examination is passed and the boy gets an appointment.]

NETHERLANDS SHIP.

SIR,—To what department of the Netherlands Government have I to make application for particulars connected with the loss of a ship belonging to the said Government?—Yours, &c.,
July 20, 1876. A SUBSCRIBER.

[To the Minister of Marine at the Hague, Holland.]

NEW ZEALAND EMIGRATION.

SIR,—Is there free emigration to New Zealand; and, if so to whom should application be made?—Yours, &c., B.
Belmullet, Ireland, Jan. 20, 1877.

[The office of the New Zealand Government is at 7 Westminster Chambers, London, and every information will be supplied on application to the Agent at that address.]

NON-PERFORMANCE OF CONTRACT.

SIR,—If A enters into a contract with B for the supply of a certain article for six months, under a penalty for non-performance of the agreement of, say, 100*l.*, and A is in a position to fulfil his part of the agreement, and B declines to carry out his, is B not liable to pay the full amount stipulated in such contract? There is no statement in the contract that such 100*l.* shall be taken as liquidated damages. The contract in question is not disputed, and the point raised by

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B is that A is only entitled to receive such a sum as the amount of damage he has actually sustained by the breach, and not the full amount of the penalty.

Feb. 28, 1876. A SUBSCRIBER.

[If the articles to be supplied were of a specific character, and could not be supplied in consequence of their perishing, that would dissolve the contract—("Havell *v.* Coupland," Court of Queen's Bench, May 22, 1874); but if the seller was not prevented from the intervention of a natural cause from fulfilling his agreement, he would be liable to pay the buyer the 100*l.*, as stipulated for by an express condition.]

OPEN BOATS.

SIR,—What is commonly called an "open boat"? Some of our Mariners and Watermen here argue that Watermen's, or common rowing boats, with thwarts and stern seats in them, are not "open boats," and we are under the impression that they would be so called.—Yours, &c.,

YOUR CORRESPONDENTS.

Yarmouth (I.W.), May 12, 1877.

[All boats without decks or coverings are open boats. Watermen's boats and cobles are therefore open boats if they are not decked over. Half-decked yachts or boats are also open boats unless they have the means of closing up the central part.]

OUTFIT OF NEW SHIP.

SIR,—In the event of a person purchasing a vessel and hull and spars, are the undermentioned articles included in the same, or do they belong to the outfit, viz.:—Deck-house for Crew, with galley attached; pumps and wells complete; steering wheel, mooring heads, fair leaders, and chain pipes; side-light stanchions; Lloyd's survey fees; mountings for coamings; hatch bars; crutch for boom; stay for hatchway (portable)?—Yours, &c., R.

Inverkeithing, March 17, 1877.

[All the things enumerated would properly come under he head of fixtures, and therefore would not be comprised as outfit.]

PASSAGE THROUGH A WHARF.

SIR,—I chartered my vessel for New Ross, and on arrival was ordered to go alongside the Merchant's yard to discharge. At 6 o'clock he locked up the gates, and left us no passage to get ashore or on board except by our boat, and on a dark night, with strong tides, in a dangerous part of the river, landing is perilous. Can he do that? It is a great grievance to Captains of vessels and also to the Crews.

New Ross, Sept. 7, 1877. NAUTICUS.

[The Owner of a wharf, where there is no public right of way, is justified, for the protection of his property, in locking up his gates when the work of the day is over; and, however inconvenient this may be to the Crews of vessels discharging cargoes at the yard, there would be no redress.]

PASSENGER VESSELS TOWING IN RIVER.

SIR,—Are river boats plying from one town to another—say a distance of 12 miles—and having regular fixed hours for starting from each place, carrying passengers and goods, at liberty to tow ships, thereby causing both delay and inconvenience to passengers?—Yours, &c., SUFFERER.

Feb. 17, 1877.

[Unless there was a special condition in the contract ticket, or in the advertisements, or any verbal understanding, that the steamers were to arrive at a certain place in a given time, we are of opinion that the Owners of the vessels would be at liberty to tow.]

POOR RATE.

SIR,—I have a furnished house, which has been vacant since Sept. 1875. Am I legally liable to pay poor rate for the said house from the above date during the time it has been and will be vacant? A SHIPMASTER.

Cardigan, March 13, 1876.

[A furnished house is a place intended for occupation, and would be held as being tenanted, and therefore ratable.]

PURSER'S DUTIES.

SIR,—What are the duties of a Purser on board a steamer?

Swansea, March 25, 1876. ANXIOUS.

[In some steamers the Purser is also the Steward, and has to find all the table requisites and victual the passengers. In other ships the Purser has to take an account of all the provisions, wines, and cabin stores put on board. He is required also to serve out the daily quantities and keep books and accounts. The duties vary according to the service in which the ship may be employed.]

POSTMASTER'S OCCUPATIONS.

SIR,—Is a Postmaster allowed to hold such various offices as Lloyd's Agent, Sub-Commissioner of Pilotage, Collector of Improvement Rate, Gas Manager, Harbour Commissioner, Shipowner, and Managing Owner, and to sell coke at the Post-office, to the very great nuisance of those who do business there?—Yours, &c., FAIRNESS.

March 13, 1877.

[A Postmaster who is not paid by the Government for devoting his exclusive services to that office may carry on any number of trades or professions without compromising his position with the Postmaster-General.]

PURSERS AND ASSISTANTS.

SIR,—What are the duties of a Purser and Assistant Purser on board large steamships? and is it likely that a young man who has been in a Managing Shipowner's Office would suit such a situation?—Yours, &c., PURSER.

Swansea, May 1, 1877.

[The Purser employed on board a large ship has to keep an account of everything that is received for the use of passengers and Crew, and to see to the serving out of rations. The Second Purser is merely an assistant clerk. The duties, however, vary to some extent in different ships. A Purser is supposed to know where all the provisions and stores are stowed, and to be able to state at any time what remains on board. A young man who has been engaged in a Shipowner's establishment would be qualified if sufficiently educated.]

QUARANTINE AT GIBRALTAR.

SIR,—The barque Snaresbrook, Captain Peak, from Glasgow for Naples, put into Gibraltar on the 17th inst. with loss of foremast, and having on board the Crew of the Italian brig Kalmaka, from New Orleans for Naples. The Crew of the latter vessel had abandoned her and found safety on board the Snaresbrook. Immediately on arrival the authorities at Gibraltar placed the Snaresbrook in strict quarantine for one month for having the shipwrecked Crew on board. Is this act justifiable, and are not the authorities bound to receive shipwrecked Crews in such cases into a lazarette, rather than to compel the Captain to find accommodation for 22 men when the ship is only certified to have room for 11 men? I may add, the Board of Health out there have been petitioned to reduce the period, but they decline, and have towed the ship into the quarantine ground, incurring expenses and loss of time, which will be very serious to the Snaresbrook, and all this has been owing to the Captain performing an act of humanity.—Yours, &c.,

JOSEPH HODGSON, Managing Owner.

Blyth, Oct. 27, 1876.

[In consequence of the fever raging in the Southern States, New Orleans has been declared infected, and therefore vessels putting into Gibraltar would have to ride quarantine. It is usual to place a ship in quarantine if she has persons on

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board from an infected or suspected Port. A ship of war had recently to be sent to sea from Gibraltar in consequence of having a case of cholera on board, and the attention of the Colonial Office was directed to the necessity of establishing a quarantine hulk or lazarette in the bay. Until some arrangement of this sort is carried out, Shipowners whose Masters attempt to land shipwrecked Seamen, contrary to the Health Regulations, at Gibraltar must pay for it.]

REPORTING AFTER HOURS.

SIR,—In Volume I., page 127, of *Maritime Notes and Queries*, I notice a Correspondent had entered his ship at Goole after Customs hours by payment of a fee. Was it optional on the part of the Collector at Goole to take this report, and can it be done at other Outports without giving notice to the Collector previous to closing hours?—Yours, &c., A SHIPMASTER.

Southampton, Oct. 9, 1876.

[If an Officer of Customs, after the regular hours of business are over, remains, or is brought from his home, to enter a ship, he must be paid for overtime by those who require his services. The extra duty would be voluntarily undertaken, and could not be compulsorily enforced upon the Officer.]

REPORTING SHIPS AT GIBRALTAR.

SIR,—My vessel, the Queen of the Fleet, of Bridport, passed Gibraltar on the 26th ult., between 2 and 3 P.M., on her passage from Bangkok to Marseilles; and as I had not touched at any place on the passage, and fearing my Owner would be anxious, I signalled, requesting to be reported to him by telegraph, which was duly answered from the signal station. I find, on my arrival here, that nobody interested in the vessel has heard of her passing the Straits. Is it obligatory to report passing vessels when specially requested?—Yours, &c., W. G. WITHERIDGE, Master.

Marseilles, July 15, 1876.

[From the *Mercantile Navy List and Maritime Directory* for 1876 we extract the following paragraph relating to the *International Code of Signals*:—"At present the duties of the officers at the signal stations will be limited to forwarding reports of passing vessels for publication in the *Shipping and Mercantile Gazette*. Signal stations have been established at the Straits of Sunda, Straits of Messina, Gibraltar, St. Helena, Cape Point (Cape of Good Hope), Heligoland, Elsinore, Sulina (Danube), Palais (Belle Isle), &c." It will be seen that passing vessels are reported to the *Shipping and Mercantile Gazette*. The Government do not undertake to prepay telegrams. The signal made at Gibraltar may have been misunderstood. The Queen of the Fleet was reported in the *Shipping and Mercantile Gazette* as spoken April 17, in lat. 34° 45′ S., long. 30° 50′ E.]

RIGA SPRING NAVIGATION.

SIR,—At what date was the navigation of Riga officially declared opened in the spring of 1875?—Yours, &c.,

West Hartlepool, Feb. 17, 1877. SHIPOWNERS.

[In the *Shipping and Mercantile Gazette* of May 27, 1875, is the following paragraph:—"The Acting Consul at Riga notifies that the Chamber of Commerce of the Port of Riga had officially informed him that the Domesness Lightship had been placed on her Station." This indicates the formal opening of the Port to Shipping. A large number of vessels had arrived at Riga a week before that date.]

RIVER WEAR COMMISSIONERS.

SIR,—The River Wear Commissioners, like all other Harbour Commissioners, collect from the Captain or Owner of every vessel entering the river certain Tonnage Dues at so much per register ton. Questions:—1st. Are the Commissioners bound to expend on the improvement of the river all the revenue they derive from the said river? 2nd. If there was an improper expenditure by the Commissioners of the revenue of the river, would an action at law lie against them? 3rd. Are the Harbour Commissioners compelled (if they have sufficient revenue) to thoroughly dredge their river, not only in mid-channel but at private quays, out of the revenue of the river?—Yours, &c.,

Sunderland, Oct. 25, 1876. PRO BONO PUBLICO.

[1st. The expenditure of the Dues must depend upon the powers granted under the Act of Parliament. As a rule, the Commissioners would be bound to keep the river in a navigable state. 2nd. If the Commissioners expend moneys on objects not authorised under their Parliamentary powers, they can be called to account, but in what particular manner would depend upon the terms of their Statute of Incorporation. 3rd. The Commissioners may or may not have the power to dredge the foreshores. It is a question as to funds and legal rights. If sufficient money is collected to dredge the fairway, that should be done.]

ROBBERY IN DOCK.

SIR,—I entered a North-country dock with my vessel and paid all dues and demands, besides the charge for dock watch. I took my clothes off on going to bed, and put them in a certain place in the cabin at 11 P.M., with money in the pockets. The next day, at 6.30 A.M., clothes and money were gone. I cannot obtain any clue of the lost property. Have I got any claim on the Dock Company as compensation for my loss? If so, what steps can I take to get it?—Yours, &c.,

Sept. 12, 1876. SHIPMASTER.

[A dock is private property, like railways, steamers, or hotels; and if no one else but our Correspondent was on board the vessel, the Company would be liable for the negligence of the watchman, the articles having been stolen at night on their premises, and the Master of the ship having paid for the guarding of the same. We would recommend an application to the Dock Company before taking any legal proceedings.]

SAILING BY SHARES.—DEBTS OF MASTER.

SIR,—Can the Owner of a coasting vessel be held accountable for money paid for the Port charges, Customs charges, and discharging expenses on his vessel while in Port, the Captain sailing her either by halves or two-thirds—say two-thirds?—Yours, &c., BROKERS.

April 5, 1877.

[The Shipowner would not be liable under the circumstances stated.]

SEAL UPON STORES.

SIR,—I arrived in the Clyde yesterday morning at 8 o'clock, my steamer being rummaged at 10 o'clock, and some bonded stores placed under seal in my room, which I locked and took the key with me. In the afternoon the Custom-house Officers came and rummaged the vessel two or three times in my absence, and as my room was locked they put a seal on the keyhole. I came on board, and, finding my room sealed, sent for the Custom-house Officers to take off the seal, but they did not turn up. I then broke the seal, as I wanted some papers which were in my room, and also money to pay the Crew. An Officer came at 4.45 P.M. and told me I had no right to break the seal. I contended that he had no right to seal up my room, as my vessel had been duly searched only a few hours before. 1st. Can a Custom-house Officer seal up any part of a ship that may be locked, the party having the key being on shore? 2nd. Was I justified in breaking the seal under the circumstances mentioned? I have searched *Maritime Notes and Queries*, and cannot find a case anything similar.

ROBERT COUTH, Master s.s. Thames.

Glasgow Sept. 25, 1877

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["If the proper Officer of the Customs shall place any lock, mark, or seal upon any stores, or upon any place or package in which the same may be, on board any ship or vessel arriving in the United Kingdom, and such lock, mark, or seal be wilfully opened, altered, or broken, or if any such stores be secretly conveyed away, either while the ship remains in the Port at which she shall have so arrived, or at any other Port in the United Kingdom to which she may then be about to proceed, the Master of such ship shall forfeit the sum of 20*l.*"—(Sections 47 and 135 Customs Consolidation Act, 1876.) It is an offence, therefore, under the Statute to break seals, but if the stores were placed in lockers in the cabin, and those lockers were sealed up by the Customs Officers after the complete rummaging of the ship, it might be doubtful whether it would be competent for the Officers to close the ship's cabin in the manner indicated.]

SEA DAMAGE TO CHURCHYARD.

SIR,—In our parish about 15 years since the church and churchyard were condemned by the authorities as unfit for service and burial; the sea then had taken a part of the church and yard away. A new church was built and yard attached. Ever since, the sea has been gradually encroaching and making a ghastly sight. The parish and parishioners being very poor, are we liable to repair the above, which would amount to a considerable sum, and, if not, where are we to apply? FEW SHIPMASTERS.

April 26, 1876.

[By a recent Statute the Board of Trade have jurisdiction over all foreshores, and this would be a case which might come within their authority. The Board exercise the power of preventing all interference with, and the preservation of, foreshores, and have stopped the carrying away of sand, shingle, or seaweed. In the event of the Grand Jury for the county making an assessment for building sea walls, the parishioners would be liable, but not otherwise.]

SHEATHING OF A CLIPPER SHIP.

SIR,—Can you inform me the usual sizes and weights of sheets of yellow metal sheathing for the keel of a vessel to the turn of the bilge, and from thence upwards? Also how high it is expedient to extend the copper line, and what may be stated as the annual percentage of waste—say for an Australian clipper?—Yours, &c.,

London, Sept. 1, 1876. ASSURANCE.

[There is no recognised standard for the weights of metal plates for sheathing ships' bottoms. Lloyd's Register Association have no rule on the subject, nor has any Club or Underwriting Association. It is a question of the quality of the metal, the coating between the metal and the planking, and the workmanship. The metal ranges from 16 oz. to 22 oz. per square foot. Eighteen ounces is about the average used, and this is distributed all over the bottom without any distinction for the turn of the bilge upwards. The copper is extended to the top of the wales, and lasts about three years.]

SHIP'S YARD FOULING ANOTHER VESSEL.

SIR,—Whilst dropping down the harbour in Hayle, my vessel's yards being square at the time, our foreyard came in contact with a steamboat's light crane, and slightly bent it at the masthead. They took down the light crane and got it put to rights again, and sent me in a bill for 5*s.* Can they make me pay it? They never told me they were going to make me pay until the bill came. I was under the impression they could not claim anything because they did not get the damage surveyed in my presence.—Yours, &c.,

H. BENNETT, Master schooner Prosperity, London.

Swansea, Oct. 4, 1876.

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[As our Correspondent would have had to pay the charges of a Surveyor had one been called, the expenses would have amounted to three times the amount charged. If our Correspondent's vessel was in fault, he would be liable for the charge made to straighten the crane. If the sum paid is excessive and unreasonable it might be disputed, but not otherwise.]

SHIPWRECKED FISHERMEN AND MARINERS' SOCIETY.

SIR,—My sister has received intelligence from the Consignee at Madras of the loss in a cyclone of the ship in which her husband sailed. She having paid into the Shipwrecked Mariners' Society for some years, sent in her claim, and the reply was—"the ship was not a British ship, and we must have proof of his death." What further proof do they require than from the Agents or Brokers? P. P.

Liverpool, Oct. 10, 1877.

[Before the Society is likely to pay for any loss the facts must be established; but we should say that the certificate of the Brokers or Agents at Madras that the ship was lost should be sufficient. If the member was not interdicted by the rules from sailing in a foreign ship, the benefits would not be forfeited.]

SHIPPING PROPERTY UNDER A WILL.

SIR,—Upon the death of my husband, he left the whole of the proceeds of his property to be divided amongst his four children equally (one son and three daughters). A portion of his property consisted of ships and shares of ships, all built here, and of the very highest class. Now, with respect to these ships, the will is expressed in the following terms:—"Provided my son should desire to purchase my ships and shares of ships, or any of them, it shall be lawful for my trustees to sell the whole or any of my said ships to him, the purchase money to be paid by him to be ascertained by two valuers, of whom he shall appoint one and my said three daughters the other; and I authorise my said trustees, in their discretion, to allow any purchase money for the said ships to remain for any time, not exceeding five years, at interest at 5 per cent., upon such security as they shall think fit; but such security shall not include so much of the purchase money of the ships, and shares of ships, as would be my said son's one-fourth share thereof." My son availed himself of the option so given him. The ships and shares averaged, at the time of testator's death, six years old, and were valued at an average price of 14*l.* per ton, and yielded an income of 10 per cent. per annum net, which accordingly left him 5 per cent. after payment of the 5 per cent. stipulated by the will. Now, he did not pay for the ships or any part thereof within, or even at the end, of the five years, but he did pay for the whole at various times during the two succeeding years, and also 5 per cent. upon the entire purchase money. Do you consider that he was bound to pay the principal money by instalments within the five years, with 5 per cent. on the entire purchase money? If so, was he intended to benefit to the extent of the extra 5 per cent.?

THE WIDOW AND SOLE SURVIVING TRUSTEE.

Liverpool, Feb. 5, 1876.

[We consider that it was the intention of the devisee that the son should take possession of the ships and the shares on an agreement to pay 5 per cent. per annum on the purchase money. If he did not pay the yearly percentage, and complete the purchase within five years as he was bound to do, although he took the profits during those five years, he would be liable to refund to the trustees the interest withheld. The trustees would be responsible for the non-execution of the testator's wishes.]

SIGNAL STATION, DUNNET HEAD.

SIR,—My vessel, the barque Astræa, of Germany, from Quebec, passed Dunnet Head (Pentland Firth) on the 21st ult. at 8 P.M., wind N., fine. I hoisted my signal, which I kept flying for upwards of an hour, expecting a return signal from

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the signal station, which could be distinctly observed from my ship. I, however, did not receive any response. Is the official in charge of the station not compelled to acknowledge any signals made to him by passing ships?—Yours, &c.,

E. BOENKE, Master of the barque Astrea, of Memel.

Newcastle, Aug. 1, 1877.

[Dunnet Head is not a station for reporting ships; consequently a vessel's signals would not be noticed unless she were in distress.]

SOLICITORS' FEES.

SIR,—My father died, and I proved his will, and paid my solicitor's expenses. I had a letter from the Inland Revenue Office for duty, so I took it to the solicitor to send the money to that office, and he charged me a guinea for his trouble. Has he authority to charge so much, as I paid his account in proving the will?—Yours, &c., J. J.

Feb. 21, 1877.

[Our Correspondent might have remitted the money himself to the Commissioners of Inland Revenue but, having engaged the services of a solicitor to transact the business, he would have to pay for the services rendered. In the absence of particulars, it appears to us that a guinea was an excessive charge for merely transmitting the cash.]

SPEED OF STEAM LAUNCHES.

SIR,—The question with regard to the regulation of the speed of steam launches, to which attention has lately been called by the sad accident at Reading, leads me to point out and seek for information on a subject fraught with great danger and annoyance to oarsmen below bridge. I should therefore feel obliged if you would inform me what is the limit of the rate of speed of tugs, as on more than one occasion our men have been actually washed out of their boats by the excessive swell caused by them. If you will give this publicity I think the Masters of tugs will, when they know the danger they are putting rowing men in, travel at a slower rate, or, at least, ease a little when passing light boats.

E. J. REYNOLDS, Hon. Sec. Achilles Rowing Club.

London, May 31, 1876.

[There is no fixed regulation relative to the speed of steam launches or tugs. Section 28 of the "Rules and Bye-laws for the Navigation of the River Thames," sanctioned by an Order in Council, February 5, 1872, is as follows:—"Every vessel shall at all times, while passing on the river, be navigated in a careful and proper manner, as well with regard to the safety of such vessel, as of other vessels on the river." Those in charge of a steamer going at an improper speed through anchorage ground, where many vessels were at anchor, and causing loss of life, would be guilty, said Dr. Lushington, of manslaughter.—(The "Charles Bartlett *v.* The Europa," Admiralty Court, June 15, 1850.) A steamer going at the rate of 10 knots per hour was condemned in damages on account of a punt moored alongside of a collier at Deptford which was sunk by the swell breaking over her gunwale.—("Smith *v.* Jones," Court of Exchequer, June 27, 1839, reported in *Shipping and Mercantile Gazette.*) A steamer going at the rate of eight or ten miles an hour, instead of five, as restricted in the Thames, off Rotherhithe, was condemned in damages for the expense of raising a barge sunk by the swell for the value of the barge, which was irreparable, and for damages to the coals which were on board.—("Pope *v.* Craig," Court of Exchequer, Dec. 29, 1839.) We should say, therefore, that if a steamer is navigated "below bridge," among the Shipping, at such a speed as to endanger the property of others and the lives of those in boats, her Owners would be liable for the results attending such improper navigation.]

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STATUTE OF LIMITATIONS.

SIR,—A bill of exchange has been owing for nine years, having been renewed only three years ago. Can it be claimed now, no money having been paid on it?—Yours, &c., A CONSTANT READER.

Newport, Sept. 23, 1876.

[The Statute of Limitations limits a claim upon any lending or contract "without specialty" to six years; but the bill having been renewed three years ago, the claim has been kept alive, and if the acceptor is not insolvent he would be liable for the amount.]

STATUTE OF LIMITATIONS.

SIR,—Can a doctor claim his bill after six years, during which time no money has been paid?—Yours, &c.,

Feb. 17, 1877. DOCTOR.

[The claim would be barred by the Statute of Limitations, unless it has been kept alive by a sufficient acknowledgment of the debt at any time before the action renders the Statute inoperative.]

STOCKWITH-ON-TRENT.

SIR,—I chartered my vessel in London to load a cargo of barley here; when laden to proceed to London, or a safe Port on the East Coast, as ordered on signing Bills of Lading. Rate of freight 6*s.* per ton of 20 cwt. far as and including Yarmouth, 6*s.* 6*d.* per ton far as and including Tyne. When laden I received orders to proceed to Stockwith-on-Trent. Is Stockwith-on-Trent a safe Port on the East Coast?—Yours, &c., JOHN BROOKE, Master and Owner of Iris, of Lynn.

Caen, Oct. 24, 1876.

[The River Trent unites with the estuary of the Humber at a place called the Trent Falls. Stockwith is a considerable distance up the river, in the heart of the county, and not a Port on the East Coast.]

STONES ON THE SEA BEACH.

SIR,—At this place the Fishermen have joined together to make a small breakwater for the protection of their boats on the sea beach, which beach dries out 300 to 400 yards from the shore, and on which are a great quantity of stones; but the landowners opposite claim the beach to low-water mark as theirs, and threaten punishment to whosoever takes stones away, and they charge 2*s.* per ton to house builders who take by agreement. Have such several landowners any such claim on the sea beach, or has anybody, and who?—Yours, &c., A FISHERMAN.

Lanon, March 2, 1877.

[The Lord of the Manor would have the right of prohibiting the removal of shingle from his estate; but if the removal of the stone is likely to be injurious to the navigation of the locality, the Board of Trade, as Conservators of foreshores, could intervene and prevent the removal.]

SUNKEN VESSEL IN FAIRWAY.

SIR,—Who are the parties responsible for damage constantly occurring to craft drifting on the top of a large sunken vessel at Rushbrook, the narrowest part of the river of Cork? This vessel lies in 8½ fathoms at low water, and is completely covered at high tide with the exception of her sternhead. At the opposite side of the river there is a large hill, and when a vessel is sailing down the river with a westerly wind she gets becalmed under this hill, and as the ebb tide sets on the sunken vessel it is almost impossible to prevent the craft drifting on the top of her and receiving serious damage.—Yours, &c., A SHIPMASTER.

Cork, Aug. 31, 1876.

[It is the duty of the Conservators of the river to keep the fairway channel open for navigation, and to light or otherwise mark the site of a wreck. If the vessel has been

MISCELLANEOUS.

abandoned, the local Conservators might raise the vessel and claim Salvage, or sell the wreck and reimburse themselves. (10 and 11 Vic. c. 271.)]

THAMES DOCKS WATER ACREAGE.

SIR,—What is the total water acreage of the whole of the Docks in London, or rather those out of the Thames?—Yours, &c., HENRY BLYTH.

London, Dec. 15, 1876.

[St. Katharine Docks, 10 acres; London Docks, 40; Victoria, as at present existing, 90 (when the extensions are completed this Dock will have a water area of 300 acres and a quay space of seven miles); West India Dock, 94; West India Railway Dock, 8; East India Dock, 33; Regent's Canal Dock, 10; Surrey Commercial Dock (exclusive of 24 acres Canal area), 176; Millwall Dock, 36;—total 497 acres.]

THE EXPLOSIVES ACT, 1875.

Sir,—Is the framing of Bye-laws for Harbours compulsory under the Explosives Act, 1875; and, if so, is it necessary that they should be published in any other paper than the *Shipping and Mercantile Gazette*?—Yours, &c.,

June 26, 1876. INQUIRER.

[Every Harbour Authority is bound to publish Bye-laws under the Explosives Act, 1875. In the Board of Trade Circular it is stated—"The Board of Trade desire me to state, for your information, that, in conformity with their usual practice in the matter of Bye-laws, it will be requisite for Harbour Authorities to prepare and frame Bye-laws, and to publish them once at least in two consecutive weeks in the London *Shipping and Mercantile Gazette*, and twice at least in some local newspapers, giving notice at the same time of their intention to apply to the Board of Trade for the confirmation of the Bye-laws."]

TRENT PORT.

Sir,—We are interested in the sale of a very small cargo of grain by the Iris, which has loaded 565 quarters, and has been ordered to the Trent. The Captain raising a difficulty and our purchasers of the cargo never having had a previous similar difficulty, although continually receiving small cargoes from the Baltic and Elbe to the Trent, desire to know if Gainsborough is or is not a Port on the East Coast? In the Charter-party in question no Port is excepted, as you will see by a copy of same enclosed. On the other hand, Captains sometimes except certain Ports by name at the time of making their Charter, the term in such cases being "Goole, Gainsborough, and the Deeps excepted," as you will see by a specimen copy. The Charter-party in question is of a little ship of above capacity, necessitating no exception, and, as a matter of fact, no Port excepted. So much for the particulars, but the question is: Is Gainsborough a Port on the East Coast?—Yours, &c., G. ALEXANDER & CO.

London, Oct. 31, 1876.

[The same question has been addressed to us several times, and we have invariably replied that the Port of Gainsborough is not an East Coast Port within the language of Charter-parties.—(See last answer reprinted at page 166, *Maritime Notes and Queries*, Vol. II.) The Charter sent us for inspection stipulates that the vessel is to go "to a safe Port on the East Coast." Gainsborough is described in all authentic works as a "River Port," consequently it cannot be *on* a coast. A coast is defined as the edge or margin of the land next to the sea, the seashore, and the land immediately adjacent to the sea. Gainsborough, Stockwith, Ferry, Gathorp, Morton, and Keadby, on the Trent, are, no doubt, safe places for discharging; but if a vessel is chartered to discharge on the coast, the Master could not be compelled to take his ship up an inland river without extra compensation.]

MISCELLANEOUS.

TWELVE O'CLOCK TIDE.

SIR,—The tide flowing exact to the zero at noon, does it denote 12 o'clock; or, properly speaking, is it a 12 o'clock tide either morning or night? Should I be right in saying we have a 12 o'clock tide, or the tide flows at 12?—Yours, &c.,

Greenwich, Dec. 13, 1876. J. W. N.

[It would be correct to say that the tide flows at 12 o'clock, although the terms used are noon and midnight.]

WATERTIGHT HULL OF SUNKEN SHIP.

SIR,—Can the hold of a sunken vessel be made temporarily watertight by divers, so that, if it were then possible to discharge the water or cargo out of the hold, the water would not leak in again?—Yours, &c., FRANCIS KENT.

Ferrybank, May 25, 1877.

[If a hole is made in the side of a vessel there is no difficulty in a diver stopping it by Wood's iron plates and screws. The hatches may also be made sufficiently watertight to keep out the leakage if the openings are in a position to be got at, or at all events to enable the pumps to overcome the inlet. It is a question, however, of the extent of damage and the means of temporary repair.]

WHARFAGE ON SPARS.

SIR,—I have had a ship discharging a cargo of seed from India, in the Victoria Dock, Hull, and paid the usual Dock Dues, after which the Dock Company sent in a claim (as per enclosed) for Wharfage on two condemned lower masts and old yards and new ones to replace them. Is this a legal charge? I have always understood there was a free and clear right of road to and from any ship in dock for stores, provisions, &c., or for anything belonging to the ship.

Whitby, May 29, 1876. SHIPMASTER.

[The Dock Company Charge for "Merchandise landed on the quays." The spars of a ship are not goods that would be classed as cargo; and, we believe, it is not the custom in other Docks to charge Wharfage on a ship's masts or yards.]

WOOD LINING TO IRON BULKHEADS.

SIR,—What distance does the law require between a steamer's iron bulkhead and the wooden one for preservation of the cargo from heating? Have there been any recent lawsuits on this point? BRISTOLIENSIS.

Bristol, March 2, 1876.

[A Shipowner is liable for injury done to cargo by heat generated by furnace fires. We are not aware of any lawsuit having been decided as to the distance a wooden lining should be from an iron partition. There could be no general rule to regulate the lining of bulkheads. In determining the question the following points would have to be considered:—1st, the thickness of the plating of the partition; 2nd, the distance of the boilers from the bulkhead; 3rd, the number of furnaces; 4th, the heat in the engine or boiler compartment; 5th, the voyage in which the vessel is employed, as regards temperature; 6th, the description of goods conveyed; and 7th, the leading of the steam-pipes. The only law governing such details would be that of not exposing cargo that will melt or sweat near enough to a heated bulkhead to receive damage. The lining must be regulated to the conditions of the trade in which the ship is engaged.]

WRECKED GOODS.

SIR,—The steamship Prince Cadwgan was wrecked on a small island 200 yards from land, and the goods on board were saved from the vessel by the Crew. The Coastguard is now in possession. I have a quantity of goods which were saved, and all labelled. I have offered to pay expenses of

ACT OF PARLIAMENT.

saving, but have been refused possession of the goods under the pretence that all saved must be sold by public auction to defray expenses. Neither vessel nor cargo was insured.—Yours, &c., R. L. F.

Fishguard, Oct. 2, 1876.

[Under Section 443 of the Merchant Shipping Act, 1854, all articles taken from a ship are to be delivered to the Receiver. Any person who secretes or keeps possession, whether he is Owner or not, is liable to a penalty not exceeding 100*l*. In paragraph 62 of the Board of Trade Instructions to Receivers of Wreck, property is to be delivered to the Owners on payment of all sums due for Salvage, Customs duties, fees, and expenses. The Owner of the ship being responsible for the cargo, and the Master, as the servant of the Owner, having the legal custody, the Owner or Master must authorise the delivery—(63).]

WRECK OF THE SEA.

SIR,—What is the meaning of the wreck terms, jetsam, flotsam, lagan, and derelict?—Yours, &c., M. D.

Bowmore, Oct. 25, 1876.

[Jetsam embraces all kinds of goods thrown overboard to lighten a ship. Flotsam is anything that floats on the sea. Lagan or Ligan means anything sunk at the bottom of the sea, or covered by the rise of the tide, and is buoyed. Derelict applies to ships and property of all kinds abandoned at sea. See also page 40, *Maritime Notes and Queries*, Vol. II.]

ACT OF PARLIAMENT.

REMOVAL OF WRECKS ACT.

40 AND 41 VICTORIA, CHAP. 16.

An Act to facilitate the removal of wrecks obstructing navigation.—June 28, 1877.

Be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:—

1. This Act may be cited as the Removal of Wrecks Act, 1877.

2. This Act shall not apply to ships belonging to her Majesty.

3. In this Act,—

The term "harbour" includes harbours properly so called, whether natural or artificial, estuaries, navigable rivers, piers, jetties, and other works in or at which ships can obtain shelter, or ship and unship goods or passengers;

The term "tidal water" means any part of the sea and any part of a river within the ebb and flow of the tide at ordinary spring tides, and not being a harbour;

The term "harbour authority" includes all persons or bodies of persons, corporate or unincorporate, being proprietors of, or intrusted with the duty or invested with the power of constructing, improving, managing, regulating, maintaining, or lighting a harbour;

The term "conservancy authority" includes all persons or bodies of persons, corporate or unincorporate, intrusted with the duty or invested with the power of conserving, maintaining, or improving the navigation of a tidal water; and

The term "general lighthouse authority" has the same meaning as it has in the Merchant Shipping Act, 1854.

4. Where any vessel is sunk, stranded, or abandoned in any harbour or tidal water under the jurisdiction of a harbour or conservancy authority, or in or near any approach thereto, in such manner as, in the opinion of the authority, to be or likely to become an obstruction or danger to navigation in that harbour or water, or in any approach thereto, the authority may take possession of and raise, remove, or destroy the whole or any part of the vessel, and may light or buoy any such vessel or part until the raising, removal, or destruction thereof, and may sell, in such manner as they think fit, any vessel or part so raised or removed, and also any other property recovered in the exercise of their powers under this Act, and may, out of the proceeds of such sale, reimburse themselves for the expenses incurred by them under this Act, and shall hold the surplus, if any, of such proceeds in trust for the persons entitled thereto.

Provided as follows:

(1) Except in the case of property which is of a perishable nature, or which would deteriorate in value by delay, a sale shall not be made under this Act until at least seven clear days' notice of the intended sale has been given by advertisement in some local newspaper circulating in or near the district over which the authority have jurisdiction; and

(2) At any time before any property is sold under this Act, the Owner thereof shall be entitled to have the same delivered to him on payment to the authority of the fair market value thereof, to be ascertained by agreement between the authority and the Owner, or failing such agreement, by some person to be named for the purpose by the Board of Trade, and the sum paid to the authority as the value of any property under this provision shall, for the purposes of this Act be deemed to be the proceeds of sale of that property.

5. Where any vessel is sunk, stranded, or abandoned in any fairway, or on the seashore, in the United Kingdom, the Channel Islands, or the Isle of Man, or any of the adjacent seas or islands, or there is not any harbour or conservancy authority having power to raise, remove, or destroy the same, the general lighthouse authority for that part of the United Kingdom in or near which the vessel is situate shall, if in their opinion the same is or is likely to become an obstruction or danger to navigation, have the same powers in relation thereto as are by this Act conferred upon a harbour or conservancy authority. All expenses incurred by the general lighthouse authority under this Act, and not reimbursed in manner provided by this Act, shall be paid out of the Mercantile Marine Fund.

6. The provisions of this Act shall apply to every article or thing, or collection of things, being or forming part of the tackle, equipments, cargo, stores, or ballast of a vessel in the same manner as if it were included in the term "vessel," and for the purposes of this Act any proceeds of sale arising from a vessel and from the cargo thereof, or any other property recovered therefrom, shall be regarded as a common fund.

7. If any question arises between a harbour or conservancy authority on the one hand and a general lighthouse authority on the other hand as to their respective powers under this Act in relation to any place being in or near an approach to a harbour or tidal water, the same shall, on the application of either authority, be referred to the decision of the Board of Trade, and that decision shall be final.

8. The powers conferred by this Act shall be deemed to be in addition to and not in derogation of any other powers for the like object.

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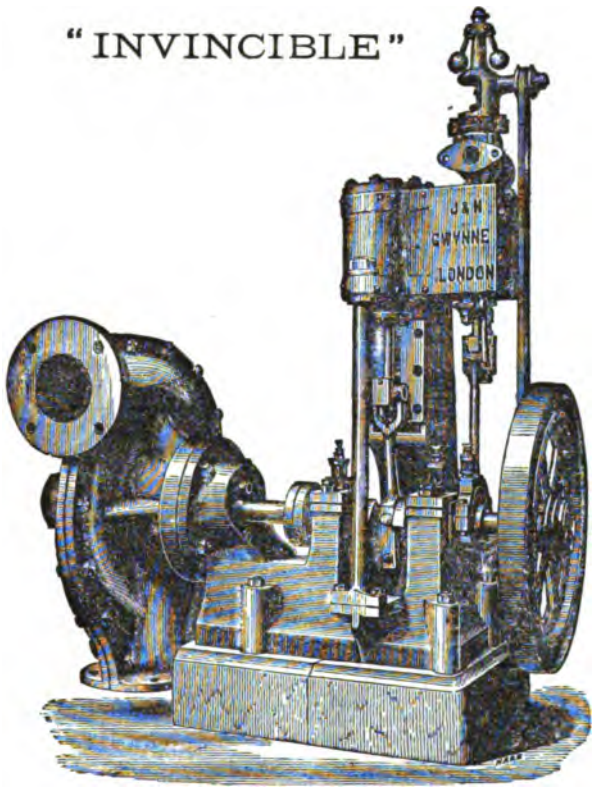

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Lord Francis Conyngham, who this time last year bought some of Dr. J. Collis Browne's Chlorodyne from Mr. Davenport, and has found it a most wonderful medicine, will be glad to have half-a-dozen bottles sent at once to the above address.

*** Earl Russell communicated to the College of Physicians that he had received a despatch from Her Majesty's Consul at Manilla, to the effect that Cholera had been raging fearfully, and that the ONLY REMEDY of any service was CHLORODYNE.—See *Lancet*, Dec. 31, 1864.

CAUTION.—BEWARE OF PIRACY AND IMITATIONS.

CAUTION.—Vice-Chancellor Sir W. PAGE WOOD stated that Dr. J. COLLIS BROWNE was undoubtedly the Inventor of CHLORODYNE; that the story of the defendant Freeman, was deliberately untrue, which, he regretted to say, had been sworn to.—See *Times*, July 13, 1864.

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